SUPER BLUE

PBC PLATE/BLANKET AND PC PLATE COATER

> BECAUSE TO MOST CUSTOMERS HIGH GLOSS MEANS HIGH QUALITY



It is now possible to dramatically increase gloss levels of printed sheets



Winner

High-impact quality at low cost

Among print buyers and consumers alike, "gloss" and "feel" are strongly associated with quality. Through our systems, printers can profitably achieve superb finish-quality and high-impact appearance at low cost.

Our Plate/Blanket Coater (PBC) maximizes your coating flexibility, giving you more precise control and broader capabilities than ever before. Offering full-coverage gloss or matte coatings as well as spot coatings of impeccable register and quality, the PBC smoothly and consistently applies uniform coatings of a wide viscosity range to any desired thickness.

- Precision spot-register applications
 - Elimination of halos and hard/beaded edges
- Maximum coating application

The advent of coatable, water-based and UV-curable resins offers sheetfed color printers the unprecedented power to add high gloss levels, special effects and unusual surface treatments to their range of in-house capabilities. These coatings vastly exceed the gloss potential of varnish, while banishing forever the mess and quality problems spray powder causes in the pressroom.

Maximize press utilization while minimizing clean-up

Because the PBC is easily retracted when coating is not necessary, the press unit used for coating can function as a full printing unit whenever you need it. Or, you can easily establish a dedicated coating line on an underused press. What's more, with our coaters, you will eliminate forever the press downtime associated with blanket cutting, packing and image registration. No other coater can accomplish this.

Our coaters minimize wash-up and makeready, offering unrivaled time and cost savings. Ruggedly constructed, easy to operate and maintain, our patented coaters are on the leading edge of industry technology.

- Makeready as fast as regular ink presses
- Elimination of slinging and misting problems
- Minimized wash-up times

Improved quality means customer satisfaction

The PBC provides unparalleled quality control, enabling you to coat with as much control as you print. Coating material is applied as if it were another ink color, using your printing unit as it was designed to operate — to lay down a precise film membrane on the substrate.

What's more, the PBC achieves this highimpact appearance in a fraction of the time it takes to varnish or laminate — and without the mess and quality control problems associated with these now obsolete methods. So your customers receive the highest quality product, with an incredibly fast turnaround.

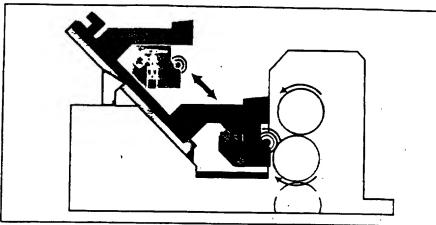
Super Blue Plate/Blanket Coater

The PBC applies coating either at the blanket for full coverage work, or at the plate, for precise register application of spot coating without hard edges. Or when coating is not necessary, it can be easily retracted to allow for regulationing uses. Unlike other coater designs that haphazardly squeeze coating material onto substrate under pressure — singing coating material — the shear-coating PBC works neatly and precisely.

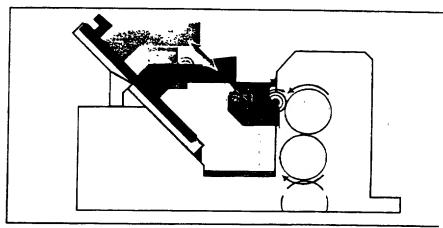
In the blanket mode when overall coverage is required. PBC's design provides for fast makeready and smooth application of the coating. In the plate mode, the coater applies diating to a relief image on the plate cylinder to apply a uniform thickness of the coating film to the blanket cylinder. This coating "image" is then transferred by the blanket to the substrate, ensuring precise registration in all axes. Coating thickness and pressure between the plate, blanket and impression cylinders are all accurately and easily controlled.

Both the PBC and its Common Impression Cylinder (CIC) press counterpart, the Plate Coater (PC), improve operational profitability by eliminating the extensive "wash-up" downtime associated with coater dampeners — the only alternative with a CIC press. The typical two to three hour wash-up is reduced to less than a half hour, and the entire process is carried out independently from the press.

Being fully retractable, the coater does not interfere with the dampening system, ensuring fast changeover from print to coat and coat to print. This makes your entire operation more efficient and more profitable.



PBC in Blanket Position

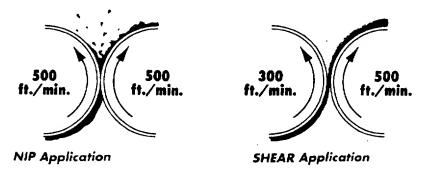


PBC in Plate Position

Productivity, safety and long-term value

As a supplier of precision-engineered coating and drying systems for the graphic arts and packaging industries, Printing Research, Inc.'s high-performance systems improve your bottom-line profitability by adding value to your existing operations. With our systems, you improve the quality of your services by becoming a low-cost provider of the highest quality printing — all while maximizing the utilization of your existing presses. Our dependable, high-performance systems will increase your sales, profits and customer satisfaction levels.

See the difference yourself. Experience a demonstration of our PBC and PC and witness how coatings can be as easy to handle and precise to apply as the ink used in daily printing!



Instant-drying inks and the elimination of spray powder have been the dream of every printer and printing buyer. The idea was put forward in the 1970's and 80's that it would be possible to print with conventional inks and apply a coating which would dry completely before placement on the delivery stack. This would place a dry skin over the ink, eliminating offsetting, sheet marking and the need for spray powder. The inks dry under the coating.

The advent of the 90's has made the dream a reality. It is now possible to print superior quality with conventional inks and coat the surface in order to deliver a dry, mark-free sheet at full production speeds. This is what the Super Blue products from Printing Research accomplish for you.



Printing Research, Inc.

10954 Shady Trail Dallas, Texas 75220 U.S.A. Telephone 214-353-9000 Telex 794028 Superblue dal

Fax 214-357-5847

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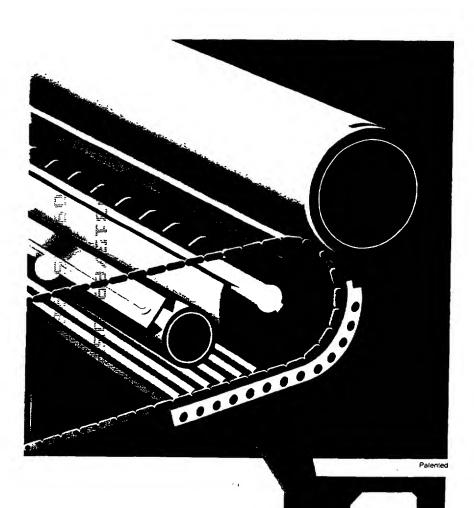
SUPER BLUE

EZ COATER IMPRESSION CYLINDER COATER

YOU DON'T HAVE TO LOSE A PRINTING UNIT TO GAIN A COATER



The Super Blue EZ Coater installs between the delivery gripper chains



The Super Blue EZ Coater is mounted directly on the press delivery shaft for perfect timing.

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Perhaps you've wanted to add in-line coating capabilities but couldn't afford it.

Or you wanted to buy a coater but couldn't afford the loss of a printing unit required by most coaters on the market today. Well, you're the one we had in mind when we designed the EZ Coater, our new Impression Cylinder Coater. Its compact size and location mean you are now able to add in-line coating and not lose a printing unit.

In addition, the previously necessary manual adjustments to control the coating process and wash up are gone. The EZ Coater offers the desirable high-gloss of either aqueous or UV coatings with profit-producing efficiency.

While this coater is simple in design and easy to operate, it has a list of benefits and features you might expect at nearly twice the cost.

Because your customers demand the benefit of coatings in today's market as well as increasing production without the usual loss to you of a printing unit, call us today for more information about the Super Blue EZ Coater.

Printing Research has been manufacturing anti-marking systems since 1968. Included in our family of Super Blue products are three GATF award winners: the Super Blue Wash-Free Anti-Marking System, the Super Blue High Velocity Hot Air Dryer and the Super Blue Spot Plate/Blanket Coater.

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Features	Advantages	Benefits
• Coating applied directly at last impression cylinder	 Additional coating option without the loss of a printing unit In-line coating flexibility without dedicating the last unit to coating 	 Total press utilization with addition of coating Maximum utilization of printing units
 Uniquely designed to be "out of sight" between the press delivery gripper chains 	 Eliminates delivery area obstructions and modifications 	 Minimizes operator attention – to maximize press production
Applies water based or UV coatings	 Dry coated sheets delivered at end of press Coatings will upgrade and give the appearance of a higher quality paper and printing Water based coatings can replace and surpass press varnish 	 Increases productivity and profitability Greater profitability Lower paper costs Value added to printed sheets
Application of coating from Super Blue Mark-Less" delivery blanket cylinder Mounted directly on the press delivery shaft	 Conversion to coating operation takes only a few minutes Absolutely perfect timing at all press speeds 	 Minimizes operator attention – to maximize press production Perfect coating interface
Algoriance driven laser engraved ceramic fletered anilox roller Algoriance driven laser engraved ceramic roller Algoriance driven laser engraved anilox roller Algoriance driven laser engraved anilox roller Automatic speed following	 Fully automatic on/off operation Consistent coating film weight at any press speed Simple anilox roller change over to alter coating film weight or thickness Excellent coating release and lay characteristics Minimizes makeready downtime 	 Efficient and simple to operate Eliminates operator adjustments and downtime Minimizes downtime Optimizes gloss, scuff and rub resistance Increases productivity
 Sealed doctor blade chamber 	Eliminates leaking, slinging and misting Provides precise metering of anilox roller.	Prevents costly clean-ups Totally consistent coating film
O Negative pressure recirculation pumping system	roller Assists in maintaining consistent coating viscosity Eliminates any overflow potential Automatic wash-up and clean-up Minimizes foaming	weights Stabilizes coating film weights Eliminates operator attention – to maximize press production Promotes operator safety Clean coating transfer
 Recirculation of coating on continuous basis 	Viscosity of coating stabilizedMaximum return on coating	 Ensures coating weight and coverage is consistent Economically controlled material costs

Instant-drying inks and the elimination of spray powder have been the dream of every printer and printing buyer. The idea was put forward in the 1970's and 80's that it would be possible to print with conventional inks and apply a coating which would dry completely before placement on the delivery stack. This would place a dry skin over the ink, eliminating offsetting, sheet marking and the need for spray powder. The inks dry under the coating.

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Printing Research, Inc.

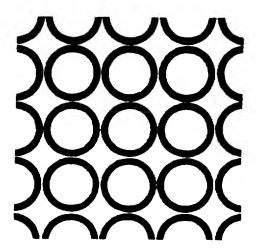
10954 Shady Trail Dallas, Texas 75220 U.S.A.

Telephone 214-353-9000 Telex 794028 Superblue dal Fax 214-357-5847 1 800-MARK-LESS (1 800-627 5537)

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SUPER BLUE

THE EZ PRINT/ COAT FAMILY

MAXIMUM FLEXOBILITY AND A TOUCH OF BRILLIANCE

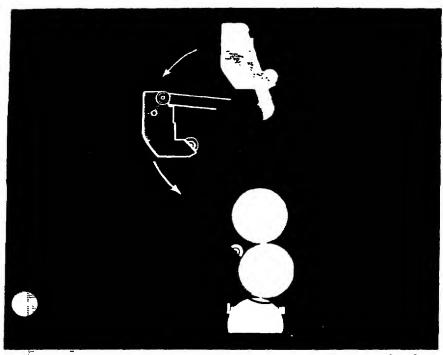




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Add Innovative In-Line Interstation and End of Press Printing Coating.





Patents Pending

The Super Blue EZ Interstation Flexo Printer/Coater is installed directly onto a print unit, for applying any one of a number of aqueous or UV based metallic/opaque inks between print units.

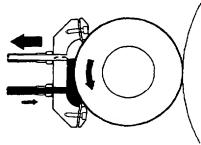
Have you ever wanted to add in-line coating capabilities, metallic, opaque, or other specialized applications to specific print units? Was your decision not to enter this market influenced by mediocre quality, undesirable environmental considerations, or the prohibitive cost?

Search no more ... Your needs and concerns have been resolved!

Printing Research, Inc., invites you to review the patented family of EZ Print/Coat products as described in this brochure. We are confident that you will find the perfect solution to your present and future printing demands.

EZ Interstation Flexo Printer/Coater

The Super Blue EZ Interstation Flexo Printer/Coater is retractable so that it can be swung up and above the print unit for conventional printing or swung into the blanket position to offer complete application variations from job to job. The patented coating head assembly is comprised of two main components. A combination of engraved anilox rolls are offered to provide a consistent overall ink/coating weight. The anilox rolls yield excellent ink/coating release and lay characteristics with no fear of plugging, leaking, or misting due to the unique enclosed doctor blade assembly.



Patent Pending

The EZ Print/Coat Family utilizes a universal coating head configuration for superior ink and coating transfer.

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EZ Blanket Coater

The Super Blue EZ Blanket Coater is mounted such that the coating head can be utomatically removed from its coating position for conventional use of the last print unit as well as full operator access. Although the EZ Blanket Coater is an end of press retrofit, it offers the same coating release and lay characteristics without fear of plugging, leaking, or slinging due to the same unique enclosed doctor blade assembly

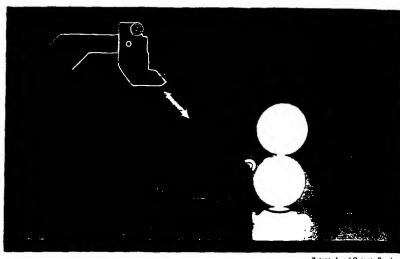
EZ Automatic Pump and Recirculation System

The Super Blue EZ Automatic Pump and Recirculation system is designed to eliminate the headaches associated with other pump systems and complicated wash-up procedures that impact your production time and bottom line. The circulation system is a standard component that allows the operator to push a button and walk away. Whether you are purging, coating, washing-up or by-passing each is the automated and timed. In addition, the clean-up water reservoir is heated to provide applimum line and head cleaning.

The Super Blue EZ Automatic Pump and Recirculation System is offered as a separate Froduct lesuit most anilox coating systems. Thether tipe a blanket coater, tower coater. Dexographic coater or web coater.

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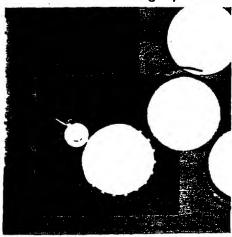
Patented and Patents Pending

The Super Blue EZ Blanket Coater is installed directly onto the delivery or coating/dummy unit of your press for applying any one of a number of aqueous or UV coatings or inks at the last print unit blanket cylinder.



The Super Blue EZ Automatic Pump and Recirculation System is common to the entire EZ Print/Coat Family as a standard component.

The Super Blue EZ Impression
Cylinder Coater is installed between
the gripper chain rails of the press
delivery, but utilizes its own delivery
blanket cylinder to add a coating
unit without losing a print unit.



Patente



Super Blue I and II Anti-Marking Systems



Super Blue' BACVAC Vacuum Transfer and Delivery Systems

Super Blue High Velocity Hot Air Dryers





Super Blue Air Blanket I and II Infra-Red Drying Systems



Super Blue Water Cooled and Cold UV Dryers





Super Blue In-Line and Off-Line Coaters

SUPER BLUE®



Printing Research, Inc.

10954 Shady Trail Dallas, Texas 75220 U.S.A.

Telphone: 214-353-9000 Telex: 794028 Superblue dal

Fax: 214-357-5847

1-800-MARK-LESS (1-800-627-5537)

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Another Fine Product From The Makers Of The Patented Super Blue® System

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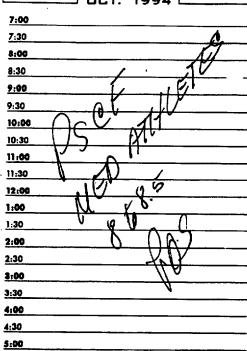
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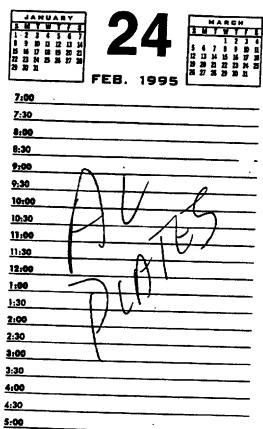
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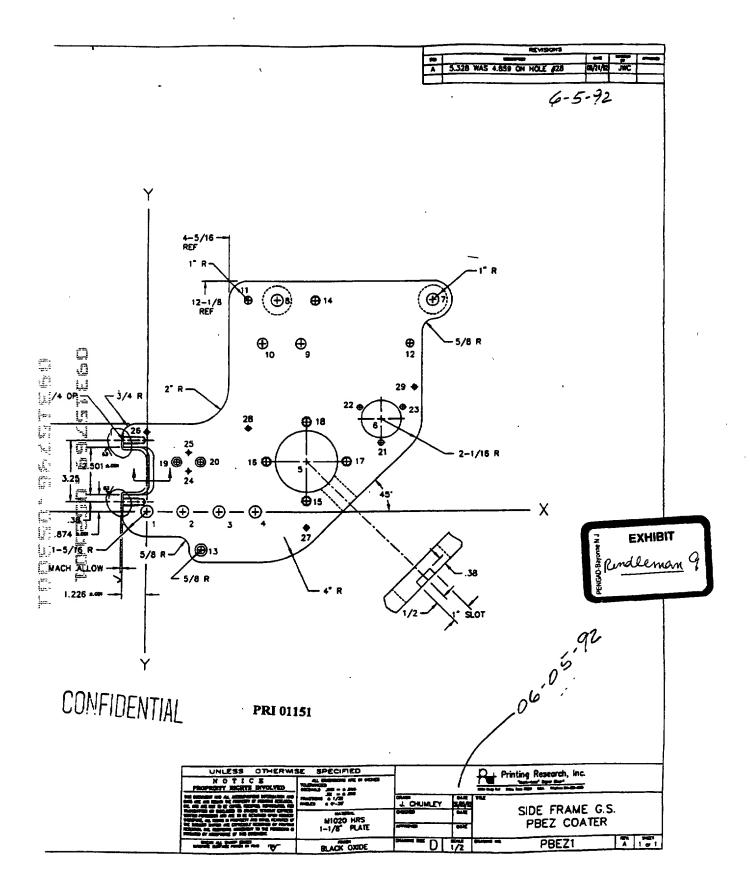
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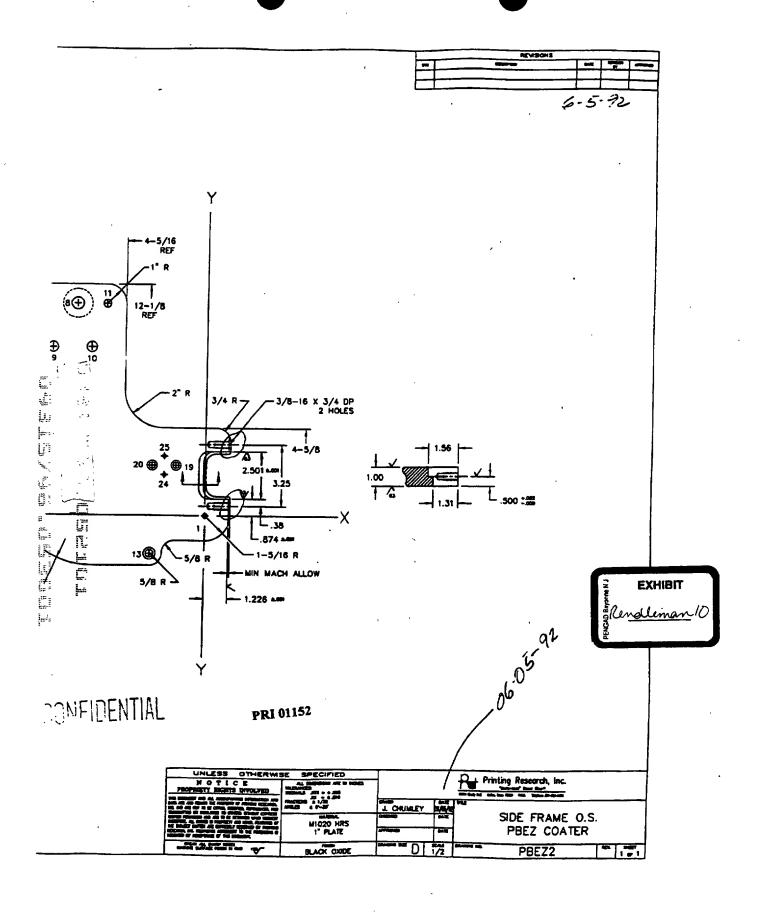
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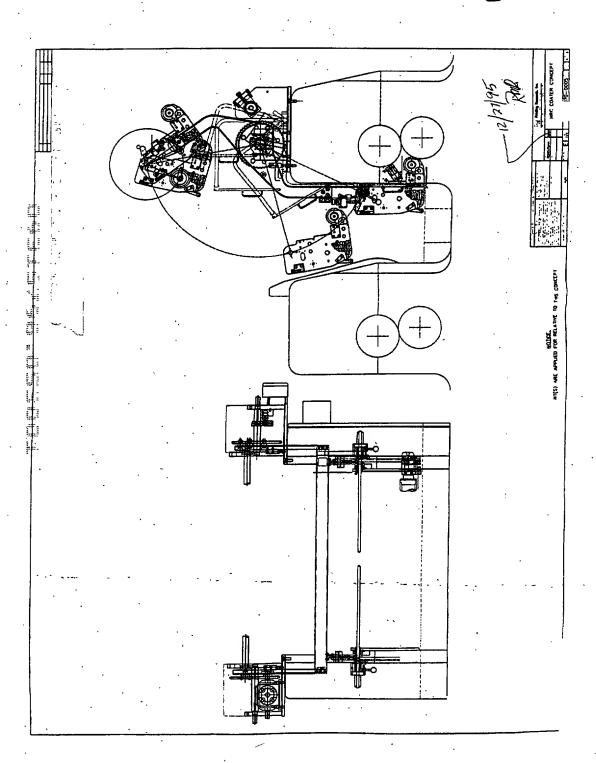
278 - THURSDAY, OCT. 5 -87

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MIKE'S SERVICE COMPANY

1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706

"Since 1983"

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MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040

Home 214/494-2656

56 Beeper 817/679-5706 "Since 1983" INV. NO. 8633 . INV. DATE 4-24-94 Customer: P.O. # Tax Exempt ∰es □No Address **DESCRIPTION OF WORK** design Controls MATERIAL PRICE AMOUNT MISCELLANEOUS JOB EXPENSES DESCRIPTION AMOUNT 22 TOTAL TOTAL MATERIAL TIME AND LABOR RECORD TRAVEL TIME TOTAL LABOR 300 00 DATE **HOURS** RATE **AMOUNT** DATE RATE **AMOUNT** MISC. EXPENSES #3 5000 150 00 TRAVEL TIME 50.00 150 00 SUB TOTAL SALES TAX 300 00 TOTAL TOTAL TOTAL

NET DUE 30 DAYS

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

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Printing Research; Inc.

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JUN - 8 1994	TOTALS	PRI 01578

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

Printing Research, Inc.

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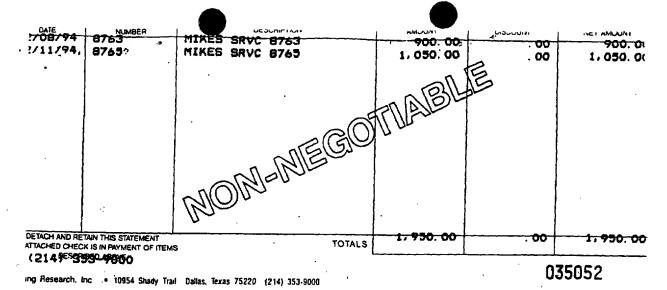
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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706

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NET DUE 30 DAYS



Printing Research, Inc.

1084 Shady Trail Dallas, Texas 78220 U.S.A.
Telephore: (214) 383-8000 Fac: (214) 387-8847

DATE 01/06/95

AMOUNT

PART OF THOUSAND NINE HUNDRED FIFTY DLRS 100 CNDS 1000 CNDS 1000 AFTER 90 DAYS

PART 1309 LYNN DRIVE

GREER 90 LYNN DRIVE

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CONFIDENTIAL

Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

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Printing Research, Inc. A/P VOUCHER

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Carland, Texas 75040
Home 214/494-2656
Beeper 817/679-5706
"Since 1983"

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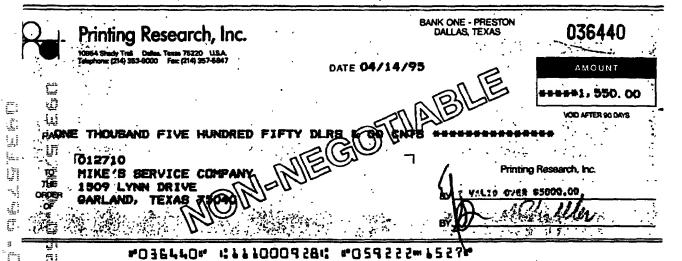
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DESCRIBED ABOVE (214) 353-9000

N

ig Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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CONFIDENTE



Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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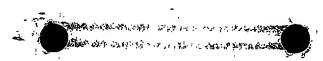
MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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NET DUE 30 DAYS

Printing Research, Inc. A/P VOUCHER

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CONFIDENTIAL

MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 "Since 1983"

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NET DUE 30 DAYS

CONFIDENTIAL

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(214) 353-9000

ig Research, Inc. • 10954 Shady Trad Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.

10854 Shedy Trail Dalles, Texas 75220 U.S.A. Telephone: (214) 353-9000 Fex: (214) 357-5847 BANK ONE - PRESTON DALLAS, TEXAS

036849

DATE 05/12/95

AMOUNT

VOID AFTER 90 DAYS

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MIKE'S BERVICE COMPANY

1509 LYNN DRIVE

Printing Research, Inc.

#036849# #111000928# #05922#1527#

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706 "Since 1983"

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NET DUE 30 DAYS

CONFICTION



Printing Research, Inc.

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CONFICENTIAL

MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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CONFIDENTAL



June 13, 1995

Mikes Service Company 1509 Lynn Drive Garland, Texas 75040

Mike:

L

Please find enclosed our check #37142 in payment of your invoice #8841 on which you billed us at \$60.00 per hour. Per your discussion with Dave Douglas today, all future invoices will be billed at \$50.00 per hour except weekends, which will be billed at \$60.00 per hour. We are going to deduct \$460.00 from your invoice #8855 for the over-bill.

If you have any questions, please give me a call.

Sincerely,

Filitto Bufflu

Rebecca Brokaw

Accounts Payable

~ - cc: Dave Douglas

CONFIDENTIAL

(214) SSS -4000

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g Reseggeh, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

Printing Research Inc.

037142 THUOMA

#037142# #111000928# #059222#1527#

CONFIDENTIAL



Printing Research, Inc. A/P VOUCHER

CONFIDENTIAL

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706

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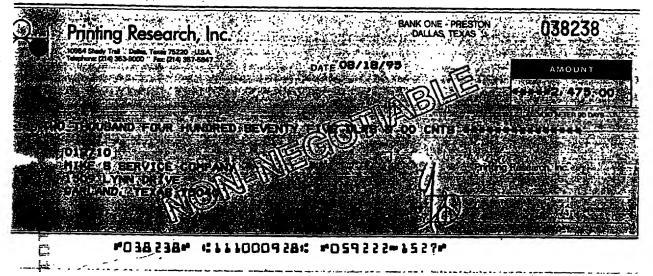
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rg Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000



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Printing Research, Inc.

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706 "Since 1983"

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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Printing Research, Inc. A/P VOUCHER

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CONFIDENTIAL

MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 "Since 1983"

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
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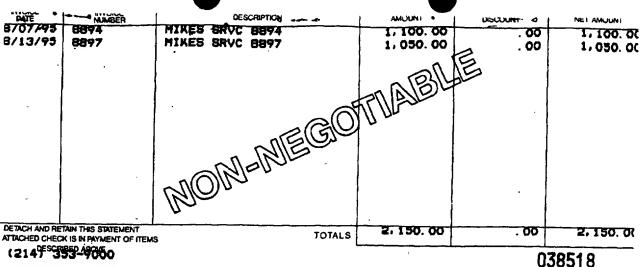
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1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
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"Since 1983"

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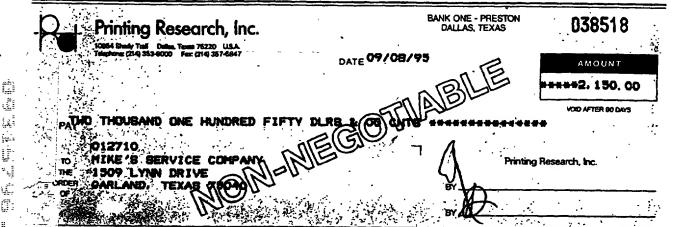
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CONFIDENTIAL

NET DUE 30 DAYS



iting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000



#038518# #111000928# #059222#1527#

CONFIDENTIAL



Printing Research, Inc.

CONFIDENTIA

	COMPANY COE)E:	#01 PR	. 1	#03 PR & M. I		·
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CONFIDENTIAL

MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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NET DUE 30 DAYS

CONFIDENTIAL



Printing Research, Inc. SONFIDENTIAL

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040

Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

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CONFIDENTIAL

ng Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000



Printing Research, Inc. A/P VOUCHER

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nvoice Extensions Verified by: (Attach calculator tape to invoice)		
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

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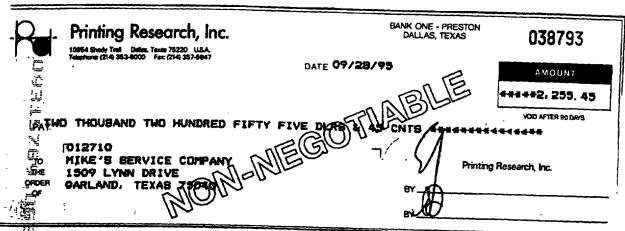
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ing Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706

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NET DUE 30 DAYS

MIKE'S SERVICE COMPANY

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1509 Lynn Drive Garland, Texas 75040 Beeper 817/679-5706 Home 214/494-2656 "Since 1983" 8917 INV. NO. INV. DATE P.O. # Tax Exempt Dyes □No Customer: -9000 Address Contact 220 DESCRIPTION OF WORK PRINTING RESEARCH, INC. 01.5220.90 446 3 n 1995 ļ. RECEIVED MISCELLANEOUS JOB EXPENSES AMOUNT PRICE QŢŸ. MATERIAL AMOUNT DESCRIPTION ڪماه. 1380 #16 744 N Webe 1.25 00 1.00 10 00 3,50 **3.**₩ OD 800 4.00 200 2.00 45 total 155 TOTAL TOTAL 45 155 TRAVEL TIME TIME AND LABOR RECORD TOTAL AMOUNT 600 00 DATE RATE **AMOUNT** DATE HOURS RATE MISC. EXPENSES 00 60 8-26 (0 000 400 000 TRAVEL TIME -27 10 60 FNTERE 755 SUB TOTAL 40000 -28 8 50 SALES TAX SEP 119 1995 755

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NET DUE 30 DAYS

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iting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.
10954 Swedy Year Dallan, Yousan 75220 USA
74kephanic (214) 353-3000 Fasc (214) 357-5847

BANK ONE - PRESTON DALLAS, TEXAS

039065

DATE 11/03/95

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912710 MIKE'S SERVICE COMPANY 1509 LYNN DRIVE GARLAND, TEXAS 75040 THE ORDER

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MIKE'S SERVICE COMPANY

012710

1509 Lynn Drive Home 214/494-2656

Garland, Texas 75040 "Since 1983"

Beeper 817/679-5706

INV. NO/8928 INV. DATE Custom P.O. # Tax Exempt Yes □No 75220 DESCRIPTION OF WORK PRICE AMOUNT MISCELLANEOUS JOB EXPENSES 1.00 10 60 DESCRIPTION **5**.00 TOTAL IND .06 1.00 PECEIVED 40 TOTAL TOTAL MATERIAL TIME AND LABOR RECORD TRAVEL TIME 25 DATE HOURS RATE TOTAL LABOR RATE **AMOUNT** 500 00 4 MISC. EXPENSES 2000 *30*0 00 TRAVEL TIME FATERED SUB TOTAL SEP 27 1995 SALES TAX TOTAL 500 TOTA 00 TOTAL

NET DUE 30 DAYS

01.5220.90

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Carland Texas 75040

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012710 MIKE'S SERVICE COMPANY
1509 Lynn Drive
Carland, Texas 75040 56 Beeper 817/679-5706 "Since 1983" Home 214/494-2656 INV. NO 8932 NV. DATE Custome P.O. # Tax Exempt Pres □No Address Phone Contact DESCRIPTION OF WORK PRINTING RESEARCH, INC. OTA: MATERIAL PRICE **AMOUNT** MISCELLANEOUS JOB EXPENSES

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NET DUE 30 DAYS

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706

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NET DUE 30 DAYS

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ng Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706 "Since 1983" 894 V. DATE INV. NO. P.O. # Tax Exempt Y Yes No dress **Phone** DESCRIPTION OF WORK JPC Coats PRINTING RESEARCH, INC. <u>nov 1 4 1995</u> RECEIVED QTY. MATERIAL PRICE AMOUNT MISCELLANEOUS JOB EXPENSES DESCRIPTION TOTAL TIME AND LABOR RECORD TRAVEL TIME TOTAL MATERIAL DATE HOURS RATE TOTAL **AMOUNT** DATE RATE AMOUNT 25/00 MISC. EXPENSES TRAVEL TIME NOV 1 SUB TOTAL SALES TAX TOTAL TOTAL

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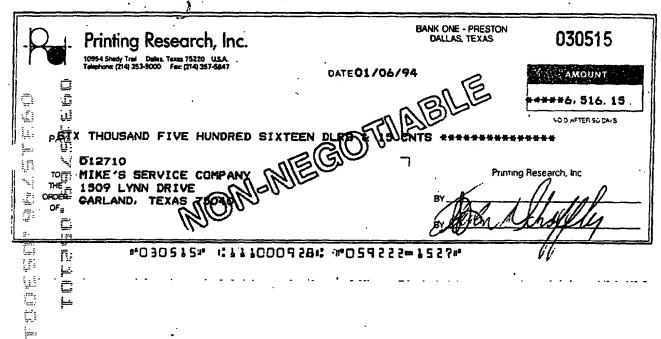


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Printing Research, Inc.

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MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040

Home 214/494-2656

Beeper 817/679-5706

"Since 1983" INV. NO. 8574 INV. DATE P.O. # Tax Exempt ∠Yes □No DESCRIPTION OF WORK MISCELLANEOUS JOB EXPENSES MATERIAL PRICE AMOUNT DESCRIPTION T: i. ;*~: TOTAL TOTAL MATERIAL in the same of TRAVEL TIME TIME AND LABOR RECORD TOTAL LABOR 00 RATE DATE HOURS RATE **AMOUNT** DATE **AMOUNT** 1300 MISC. EXPENSES 11-18 20000 5000 TRAVEL TIME 12-1 7.5 375,00 SUB TOTAL 12-1 12-3 SALES TAX 50.00

NET DUE 30 DAYS

TOTAL

TOTAL

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
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NET DUE 30 DAYS

Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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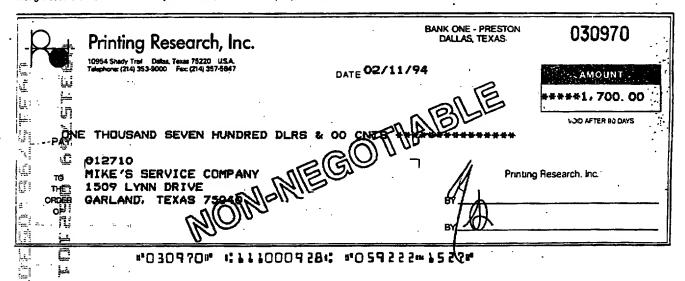
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ıntıng Research, Inc. • 10954 Shady Traii Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.

COMPANY COL	DE: #01 PR, I	#03 PR & M. I Carriage Return for Vendor #
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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706 "Since 1983"

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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rinting Research. Inc • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

031056 BANK ONE - PRESTON DALLAS, TEXAS Printing Research, Inc. 10954 Shedy Tree Dales, Texas 75220 U.S.A. Telephone: (214) 353-9000 Fac: (214) 357-5847 DATE 02/18/94 Ų. **4, 079, 00 PEDUR THOUSAND SEVENTY NINE DLRS & OO CNTS PROPERTY OF THE 1509 LYNN DRIVE ORDER GARLAND, TEXAS 75040 LOD AFTER 90 DAYS Printing Research, Inc. ## ## ORDER GARLAND, TEXAS 75040 4. E S #1033056m :: #17000458; #024555m #2554m

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Printing Research, Inc.

	COMPANY CODE:	#01 PR, I	000	#03 PR & M. I	• •age Return for Vendor #:
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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Printing Research, Inc.

A/P VOUCHER

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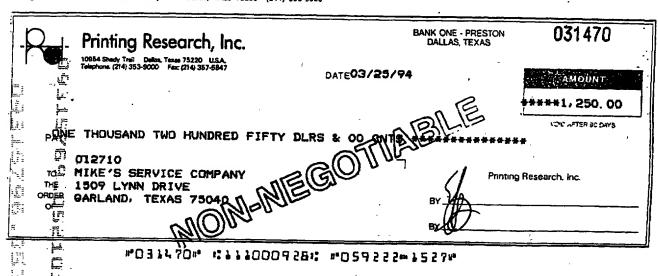
MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper 817/679-5706 "Since 1983"

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unting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY

1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
Beeper 817/679-5706
"Since 1983"

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Printing Research, Inc.

A/P VOUCHER

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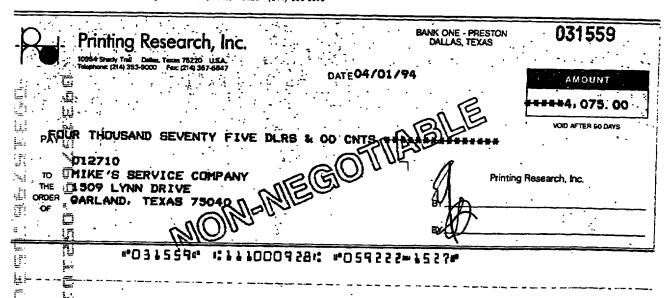
MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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ting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc. ³ A/P VOUCHER #03 PR & M, I Carriage Return for Vendor #: **COMPANY CODE:** #01 PR. I VENDOR # P.O.# **VENDOR NAME REMIT TO ADDRESS 1 REMIT TO ADDRESS 2 REMIT TO ADDRESS 3** G. L. ACCT. NOS **\$ AMOUNT** P.O. verified to Invoice APPROVAL Receiving Report attached? Recvg Rpt verified to Invoice? Invoice Extensions Verified by: (Attach calculator tape to invoice) A/P Voucher Prepared by: A/P Voucher Approv PRI 01606 **TOTALS**

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 "Since 1983"

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Printing Research, Ínc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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nting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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Printing Research, Inc. A/P VOUCHER

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MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040 ome 214/494-2656 Beener 8

Home 214/494-2656 66 Beeper 817/679-5706 "Since 1983" INV. DATE 3 INV. NO. 8626, P.O. # Tax Exempt ☐ Yes ☐ No DESCRIPTION OF WORK JΤΥ MATERIAL PRICE AMOUNT MISCELLANEOUS JOB EXPENSES إيرا DESCRIPTION AMOUNT 11.5 Tr. TOTAL TIME AND LABOR RECORD TOTAL MATERIAL TRAVEL TIME DATE HOURS RATE **AMOUNT** DATE RATE **AMOUNT** 20000 50,00 15000 MISC EXPENSES 4 20000 TRAVEL TIME 200 00 SUB TOTAL 20000

NET DUE 30 DAYS

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(214) PESSE 9000

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Printing Research, Inc.

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DATE 05/27/94

BANK ONE - PRESTON DALLAS, TEXAS

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TO MIKE'S SERVICE COMPANY

1509 LYNN DRIVE

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Printing Research, Inc.

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Printing Research, Inc.

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	printing research, i	nc.	FIRST TEXAS BANK DALLAS, TEXAS 75229	007953
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printing research	CHECK	C REQUEST	
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TIME IS OF THE ESSENCE AS TO DELIVERY REQUIRED

1. Ofter and Acceptance. This Purchase Order, which includes the Terms and Conditions on the reverse side hereof, constitutes Buyer's ofter to purchase the terms, moternals, goods and services described above (collectively, the "goods", Acceptance of this ofter is expressly finited to the provisions of this Purchase Order, and shall occur when Seller ages and returns the affacted Acknowledgment, commences performance, or makes delivery of any of the goods. Any provision, term or condition in Acknowledgment or other response hereto by Seller which is additional to or different from the rowsions of the Purchase Order shall be deemed objected to by luyer and Shall be of no effect.

Invoice and Shipping Instructions to Seller. (a) For each shipment, mail to Buyer separate dated invoice showing this Purchase Order No and the Part No. Item Descrip-tion, Quantity, U/M Uni Price and Extension. All invoices shall be

in traicate addressed to Buyer at his meathread address. Each case or partied and ecompanying pacting list of contents must above or partied and ecompanying pacting list of contents must above or pacting and packing list accompanies a shipment. Buyer's court will be conclusive on Saller (b) When invoice covers prepaid transportation charges, attentioning and recepted transportation bill and separately state those charges.

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All cash discount calculations shall be made from the date goods are received at supment destination or the date an acceptable emone is necewed, whichever is later (e) Separately describe chargeable taxes, if any, on each shooce

PRINTING RESEARCH INC.

BY

PLEASE ACKNOWLEDGE THIS ORDER AND PROMPTLY RETURN TO BUYER.

ACCOUNTING

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, ³rinting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

Printing Research, Inc. 10954 Shedy Trill Dahla Tesian 75220 U.S.A. 7440phores (214) 353-9000 Feet (214) 357-6847	BANK ONE - PRESTON DALLAS, TEXAS DATE 08/04/94	033104 AMOUNT
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Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
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"Since 1983"

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040

Home 214/494-2656

56 Beeper 817/679-5706
"Since 1983" INV. NO. 8679, 7-10-4 INV. DATE Customer: P.O. # Tax Exempt ☑Yes ☐No ESEARCH Address Phone 353.9000 Contact 5220 **DESCRIPTION OF WORK** CONNEC TY. MATERIAL PRICE AMOUNT MISCELLANEOUS JOB EXPENSES ۽ ٿيد DESCRIPTION F.... 131 [4,1 gez., TOTAL TIME AND LABOR RECORD TOTAL MATERIAL TRAVEL TIME DATE HOURS RATE TOTAL LABOR **AMOUNT** DATE RATE 850 00 **AMOUNT** 3 50.00 MISC. EXPENSES L-28 150 00 6.87 50,00 200 00 TRAVEL TIME 50.00 250 00 SUB TOTAL 50,00 00 2.50 SALES TAX

NET DUE 30 DAYS

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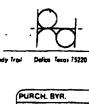
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R & D SECOR

DELIVERED SEP 21 1994

ACCOUNTING

REMARKS:



Printing Research, Inc.

"Mark-less" Super Blue®

USA Telephone 214-353-0000 Selec 794028 Superbise del

EXT CODE 27/0 COMM. CODE VENDOR NO. MIKE OCKER

*94*P.O. No. 00725 F.O.B. POINT VENDON CONSIGNEE REG. ACCOUNT NO IN-HOUSE ROUTING

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ITEM DESCRIPTION FXTENSION H.P.-MOTOR 25 USED دنيا إ ATTNI HO PRINTING RESEARCH PART NUMBERS, PURCHASE ORDER NUMBERS AND ITEM NUMBERS MUST APPEAR ON ALL PACKAGES. INVOICES AND CORRESPONDENCE

DATE

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Offer and Acceptance. This Purchase Order, which includes Times and Conditions on the reverse ade hieroit, constitutes as a clew to purchase the items, materials goods and services are above conceived, the "goods". Acceptance of this older constitutes show the conceived, the "goods". Acceptance of this older consistence of the older and the services and returns the attached Acknowledges without a service of the provisions of this Purchase of the older shall be deemed objected to by selfer which is additional to or different from the care of this Purchase Order shall be deemed objected to by any of one of the care of the services.

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to the Purtuase Croen no and the Part No. Item Descrip-homes, U.M. Unit Price and Estension. As invoices shall be

in triplicate addressed to Buyer at his masthead address. Each case or garcel and accompanying packing list of contents must show Purchase Order No. If no packing fest accompanies a shipment. Buyer a count will be conclusive on Setter. By When invoice covers prepaid transportation changes, attach organic recepted transportation bid and separately state those

anges.

(c) For an invoice to be valid, it must been the following. We havely could not been open over present on companies who as assumed inquirement of Section 6. 7, and 12 of the Far Long Standards of 1904 as a remonance and in open open orders of the United States Directioned of Lindo assets under Section 14 throad

All cash discount calculations shall be made from the date goods are received at shoment destination or the date an acceptable smoote is received, whichever is taler.

(b) Separately describe chargeable taxes, if any, on each invoice

PRINTING RESEARCH INC.

PLEASE ACKNOWLEDGE THIS ORDER AND

PROMPTLY RETURN TO BUYER.

VENDOR

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(214) 3	53-9000	•		กร	368 0

rinting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

Printing Research, Inc.".

COMPANY CODE:	#01 PR, I	#03 PR & M. I
P.O.#	VENDOR # [0]2710	Carriage Return for Vendor #
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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NET DUE 30 DAYS

Printing Research, Inc.

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MIKE'S SERVICE COMPANY

1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706

"Since 1983"

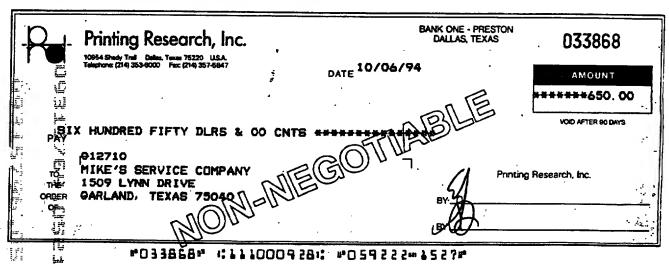
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NET DUE 30 DAYS

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Frinting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.

COMPANY COD	DE: #01 PR, I	#03 PR & M. I
P.O.#	VENDOR # 01,271	Carriage Return for Vendor
VENDOR NAME REMIT TO ADDRESS 1 REMIT TO ADDRESS 2 REMIT TO ADDRESS 3		
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

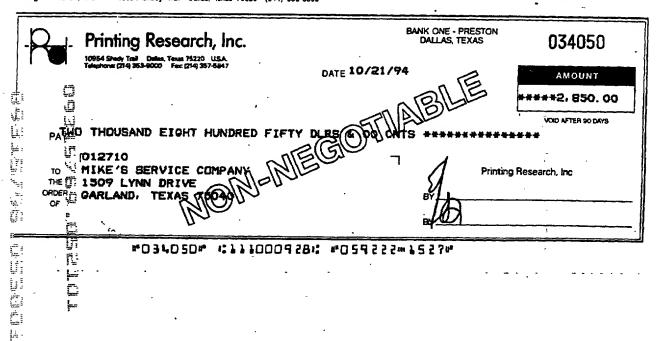
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NET DUE 30 DAYS

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
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inting Research, Inc • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.
A/P VOUCHER

COMI	PANT CODE:	#01 PR.		3 PR & M. I	•
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

PRI 01527

Printing Research, Inc.

COMPANY CODE	010	#03 PR & M. I Carria	ge Return for Vendor #
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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NET DUE 30 DAYS

Printing Research, Inc. A/P VOUCHER COMPANY CODE: #03 PR & M. I Carriage Return for Vendor #: #01 PR, I P.O.# **VENDOR NAME REMIT TO ADDRESS 1 REMIT TO ADDRESS 2 REMIT TO ADDRESS 3** Mikes Siuc INVOICE # GENERAL LEDGER DESCRIPTION DUE DATE G. L. ACCT. NOS. \$ AMOUNT 01,5115,80 DISCOUNT P.O. verified to Invoice APPROVAL DATE Receiving Report attached? Recvg Rpt verified to Invoice? DATE A/P Voucher Prepared by: DATE A/P Voucher Appr

TOTALS

ENTERED STAMP ENTERED BY

MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
Beeper 817/679-5706
"Since 1983"

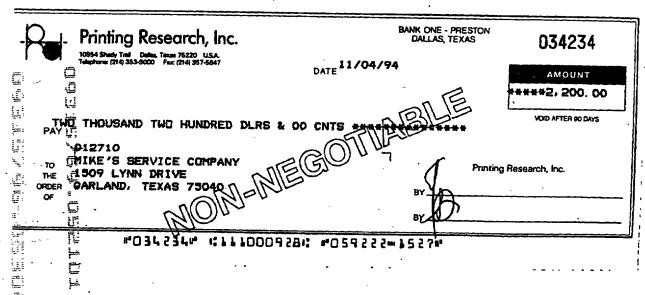
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NET DUE 30 DAYS

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inting Research, Inc. • 10954 Shady Trait Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc. A/P VOUCHER

CC	MPANY CODE:	#01 PR, I	#0	3 PR & M. I	
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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Printing Research, Inc.

A/P VOUCHER

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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inting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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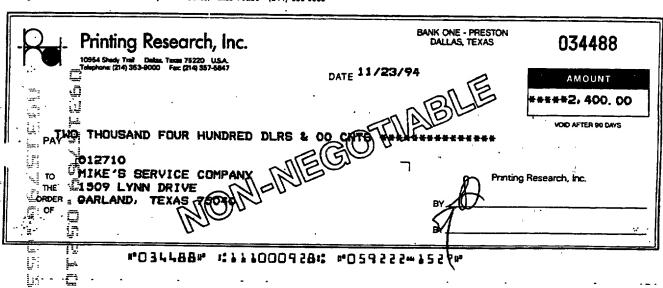
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runting Research, Inc. • 10954 Shady Trad Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc. A/P VOUCHER

COMPANY CO	ODE: #01 PR. I	#03 PR & M. I Carriage Return for Vendor #:
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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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Printing Research, Inc.

A/P VOUCHER

COMPANY CODE		#03 PR & M. I	ge Return for Vendor #
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MIKE'S SERVICE COMPANY

1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
Beeper 817/679-5706
"Since 1983"

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Printing Research, Inc.

A/P VOUCHER

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MIKE'S SERVICE COMPANY. 1509 Lynn Drive Carland Tayor 75040

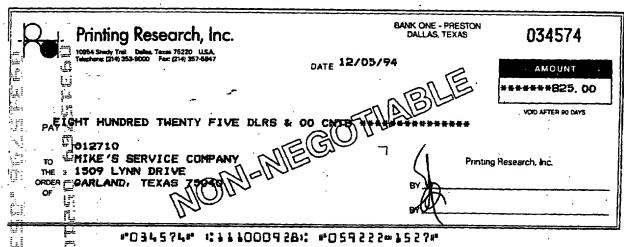
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Home 214/494-2656.	Beeper 817/679-5706
"Since	1983"

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rinting Research, Inc • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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Printing Research, Inc.

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MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Beeper

Beeper 817/679-5706 "Since 1983" INV. DATE 11-3.94 INV. NO. 8746 Customer: P.O. # Tax Exempt Yes □No R536mech Address Phone 353-9000 Contact 75220 DOUGLAS DESCRIPTION OF WORK WIRE & ij OTY. MATERIAL PRICE AMOUNT MISCELLANEOUS JOB EXPENSES DESCRIPTION **AMOUNT** TOTAL TIME AND LABOR RECORD TRAVEL TIME TOTAL MATERIAL DATE HOURS RATE **AMOUNT** , TOTAL LABOR DATE RATE AMOUNT 82500 70-31 350 00 5000 MISC EXPENSES 5 11-2 50.00 25000 TRAVEL TIME 11-3 50.00 225 SUB TOTAL SALES TAX TOTAL 82500 TOTAL TOTAL 825 00

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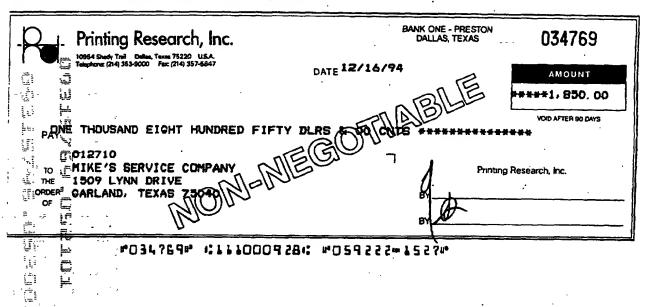
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inting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000



Printing Research, Inc.

A/P VOUCHER

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
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"Since 1983"

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Printing Research, Inc. CONFIDENTIAL

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MIKE'S SERVICE COMPANY 1509 Lynn Drive Carland, Texas 75040 Home 214/494-2656 "Since 1983"

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Printing Research, Inc. A/P VOUCHER

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MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

CONFIDENTIAL

CUSTOMER'S RECEIPT North Wales Laundromat
316 E. Walnut Street
North Wales, PA
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North Wales Laundromat
318 E. Walnut Street
North Wales, PA
699-0767

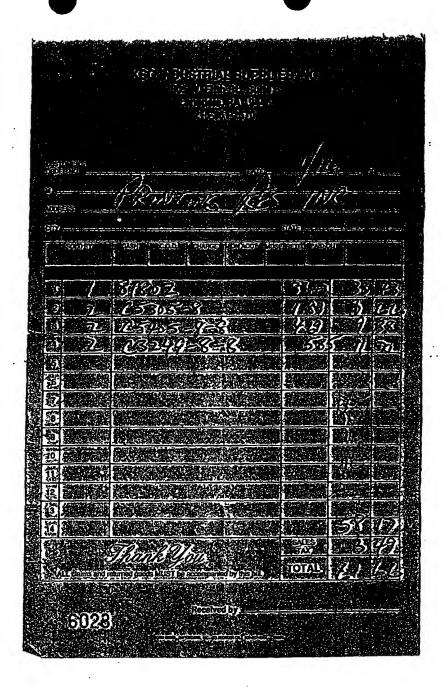
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1801 N. BROAD STREET PENNWOOD PLAZA
LANSDALE, PA 19446
PHONE, 862-6072 FAX: 362-6088
Store and Defivery Hours
Monday thru Thursday 11 a.m. 18 12 midnight
Friday & Saturday 11 a.m. 18 2 a.m. □ c QTY. DESCRIPTION 00 TAX SUB TOTAL DELIVERY CHARGE TOTAL DUE

CONFIDENTIAL

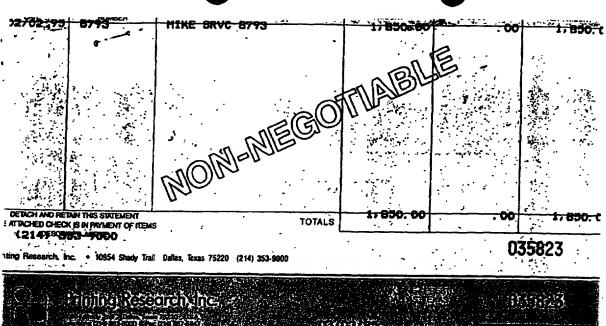
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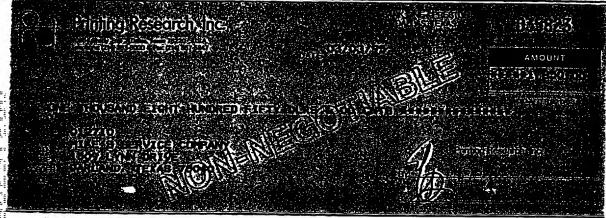
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ENTERED STAMP ENTERED BY

MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
Beeper 817/679-5706
"Since 1983"

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NET DUE 30 DAYS

CONFIDENTIAL

### MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040

Home 214/494-2656

Beeper 817/679-5706

"Since 1983" INV. NO. 8804, P.O. # Tax Exempt 🖾 es □No 353-9000 DESCRIPTION OF WORK Saver to check out two (2) HV Centrals RINTING RESEARCH, INC. MAR 0 7 1995 RECEIVED MATERIAL PRICE AMOUNT MISCELLANEOUS JOB EXPENSES DESCRIPTION AMOUNT TOTAL TIME AND LABOR RECORD TOTAL MATERIAL TRAVEL TIME TOTAL LABOR DATE HOURS RATE **AMOUNT** DATE AMOUNT 600 00 520-00 MISC. EXPENSES 300 00 2-22 50,00 lo TRAVEL TIME SUB TOTAL SALES TAX 600 00 TOTAL

**NET DUE 30 DAYS** 

TOTAL

PRI 01295

TOTAL

## Printing Research, Inc. CONFIDENTIAL A/P VOUCHER

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### MIKE'S SERVICE COMPANY

1509 Lynn Drive Garland, Texas 75040

Home 214/494-2656

56 Beeper 817/679-5706 "Since 1983" INV. NO. 8805. IV. DATE 3-5-9 P.O. # Tax Exempt Pes DNo **DESCRIPTION OF WORK** MATERIAL AMOUNT MISCELLANEOUS JOB EXPENSES DESCRIPTION AMOUNT PRINTING RESEARCH, INC. RECEIVED TOTAL 278 04 TOTAL TOTAL MATERIAL TIME AND LABOR RECORD TRAVEL TIME TOTAL DATE HOURS RATE **AMOUNT** DATE RATE **AMOUNT** MISC. EXPENSES 300 00 O 50.00 TRAVEL TIME 200 SUB TOTAL 300 SALES TAX TOTAL TOTAL

NET DUE 30 DAYS

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" plastic bushing	3.60
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9 So. Cord strain relief	11.38
70' 1/2" seal-tite	27.81
70' 3/8" Deal-tite	10.00
3 15" 90° seal-tite Connectors	ડિ. જ
	10,59.
- I deat we denneaus	6.84
4 3/8" peal tite connectors	9.12
GR Coupling 1/2"	.73
1×2 GR nipple	3.68
2" plastic bushing	1.06.
2" lock nuts	1.60
1 3/4 LB with cover	8.90
= 3/4" Chase nipple	,50
4 1/2" HW straps	.68
650' #16 wire	19.50
300' #14 wire	I
2 3/4 lock muts	15.00
2 1/2 x 3/4 reducing bushings	.34
James of market of	2.68.
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#036027# #111000928# #059222#1527#

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Printing Research, Inc.

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ENTERED STAMP ENTERED BY

MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

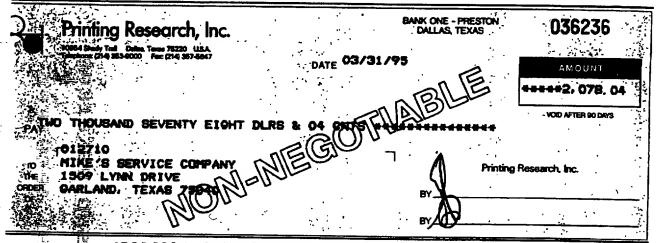
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**NET DUE 30 DAYS** 

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1 Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000



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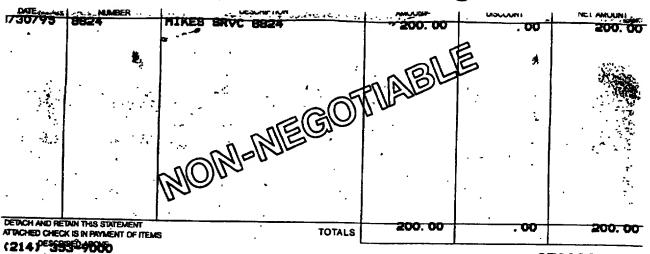
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Printing Research, Inc.

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ting Research, Inc. • 10954 Shady Trail Dallas, Texas 75220 (214) 353-9000

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	Printing Research	h, Inc. CONFIDENTIAL
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CONFIDENTIAL

### MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040

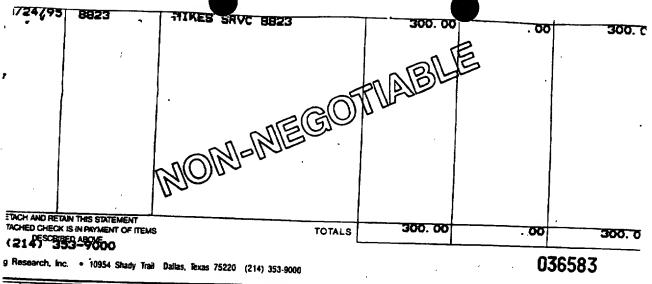
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NET DUE 30 DAYS



Printing Research, Inc.

BANK ONE - PRESTON DALLAS, TEXAS

DATE 04/26/95

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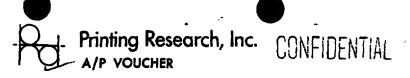
PASSESS BERVICE COMPANY

THE 1509 LYNN DRIVE

ONCE GARLAND, TEXAS 750401

#036583# #111000928# #059222#1527#

CONFIDENTIAL



COMPANY COD	E: #01 PR, I	_ #03 PR & M, I Carriage Return for Vendor #
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CONFIDENTIAL

MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656
"Since 1983"

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June 13, 1995

Mikes Service Company 1509 Lynn Drive Garland, Texas 75040

Mike:

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Please find enclosed our check #37142 in payment of your invoice #8841 on which you billed us at \$60.00 per hour. Per your discussion with Dave Douglas today, all future invoices will be billed at \$50.00 per hour except weekends, which will be billed at \$60.00 per hour. We are going to deduct \$460.00 from your invoice #8855 for the over-bill.

If you have any questions, please give me a call.

Fincerely,

Filition below

Rebecca Brokaw

Accounts Payable

cc: Dave Douglas

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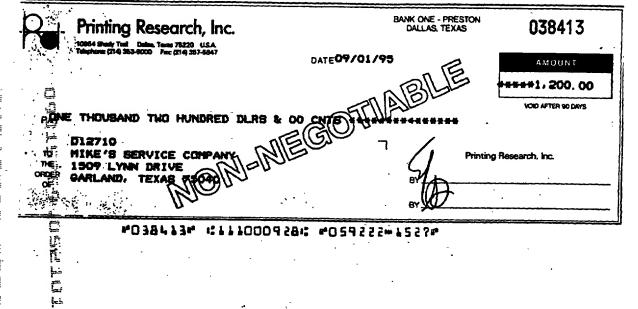
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## Printing Research, Inc.

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# MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 Since 1983"

INV. DATE 7-

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Printing Research, Inc. CONFIGENTIAL

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PRI 01272

# MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Home 214/494-2656 "Since 1983"

PRINTING RESEARCH, INC.

AUG 0 1 1995

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PRI 01275

# MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040

PRINTING RESEARCH, INC.

AUG 0 1 1995

Home 214/494-2656 Beeper 817/679-5706 "Since 1983"

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AUG 0 1 1995

MIKE'S SERVICE COMPANY
1509 Lynn Drive
Garland, Texas 75040
Home 214/494-2656 Beeper 817/679-5706
"Since 1983"

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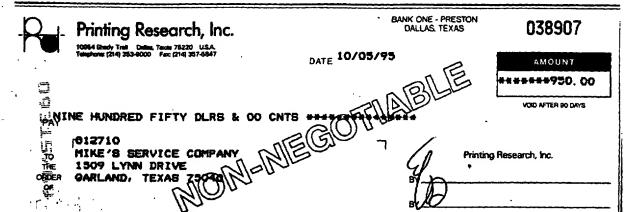
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iting Research, Inc. • 10954 Shady Trad. Dallas, Texas 75220 (214) 353-9000

Harry Print



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glulas 012710 MIKE'S SERVICE COMPANY 1509 Lynn Drive Garland, Texas 75040 Beeper 817/679-5706 Home 214/494-2656 "Since 1983" INV. NQ. 8919 INV. DATE Customer P.O. # Tax Exempt ☐Yes ☐ No Address 15220 DESCRIPTION OF WORK 1.00 MISCELLANEOUS JOB EXPENSES QTY PRICE AMOUNT MATERIAL AMOUNT DESCRIPTION 15. de Ē PRINTING RESEARCH, INC SEP 0 7 1995 RECEIVED TOTAL TOTAL MATERIAL TRAVEL TIME TIME AND LABOR RECORD TOTAL 950 00 HOURS AMOUNT DATE RATE AMOUNT DATE RATE

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**NET DUE 30 DAYS** 

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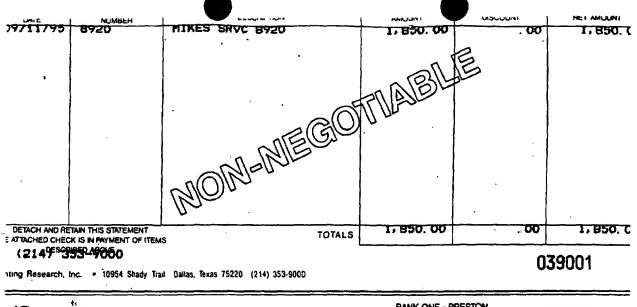
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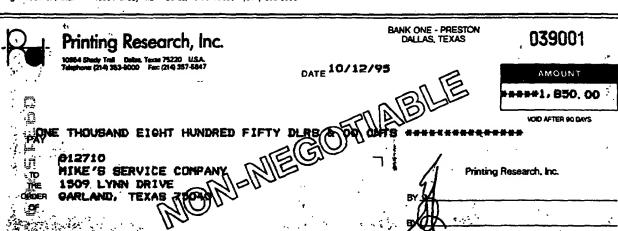
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MIKE'S SERVICE COMPANY

1509 Lynn Drive
Carland, Texas 75040
Home 214/494-2656

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20	HANDY BOX 1/2 16.0.	1.19	23.80
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42	34 LOCKNUT	,17	7.14
· /	ZAXI REBUSHING	1.50	1.50
: 2	EXPLE BUSHING	1,35	2.20
8	1" LOCKNOT	.30	2.40
4	1 X 14 " RED. WASHER	.30	1.20
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3	I" ALL THREND PIPE	10.5	31.50
4	11 PLASTIC BUSHUG	4.85	. 12
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#### IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

PRINTING RESEARCH, INC., HOWARD W. DEMOORE, and RONALD M. RENDLEMAN

Plaintiffs,

v.

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WILLIAMSON PRINTING CORP., BILL L. DAVIS, and

Defendants.

JESSE S. WILLIAMSON,

CIVIL ACTION NO. 3-99CV1154-M



#### FIRST AMENDED ORIGINAL COMPLAINT

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In order to permissively join Ronald M. Rendleman as a plaintiff, to add certain causes of action, and to make miscellaneous changes, Plaintiffs, Printing Research, Inc., Howard W. DeMoore, and Ronald M. Rendleman (collectively "Plaintiffs"), file this First Amended Original Complaint against Defendants Williamson Printing Corporation, Bill L. Davis, and Jesse S. Williamson (collectively "Defendants"). Plaintiffs would show the Court the following:

#### **PARTIES**

- Plaintiff Printing Research, Inc. ("Printing Research") is a corporation organized and existing under the laws of the State of Texas and has its principle place of business at 10954 Shady Trail, Dallas, Texas 75220.
- 2. Plaintiff Howard W. DeMoore ("DeMoore") is an individual with a business address of 10954 Shady Trail, Dallas, Texas 75220.
- 3. Plaintiff Ronald M. Rendleman ("Rendleman") is an individual with a business address of 10954 Shady Trail, Dallas, Texas 75220. Rendleman was not originally a party to this

First Amended Original Complaint

-Page 1

suit but permissively joins now as a plaintiff, pursuant to Federal Rule of Civil Procedure 20, because he asserts rights to relief jointly, severally or in the alternative arising out of the same transaction, occurrence or series of transactions or occurrences as do Printing Research and DeMoore and involving or raising questions of law and fact common to all plaintiffs in this action.

- 4. On information and belief, Defendant Williamson Printing Corporation ("WPC") is a corporation organized and existing under the laws of the State of Texas and has its principal place of business at 6700 Denton Drive, Dallas, Texas 75235. WPC was served previously in this matter, appeared, and gave answer.
- 5. On information and belief, Defendant Bill L. Davis ("Davis") is an individual residing at 1126 Tipton Road, Irving, Texas 75060. Davis was served previously in this matter, appeared, and gave answer.
- 6. On information and belief, Defendant Jesse S. Williamson ("Williamson") is an individual residing at 5738 Caruth Boulevard, Dallas, Texas 75209. Williamson was served previously in this matter, appeared, and gave answer.

#### JURISDICTION AND VENUE

7. Arising under the patent laws of the United States, this action seeks to correct the designation of inventorship which currently appears on United States Patent No. 5,630,363 ("the '363 patent") under 35 U.S.C. §256. Additionally, this action seeks relief from the infringement of the '363 patent under 35 U.S.C. § 271 and to recover attorneys' fees for this action under 35 U.S.C. § 285. This Court, therefore, has subject matter jurisdiction under 28 U.S.C. § 1338. As to all other causes of action alleged herein, this Court has supplemental jurisdiction under 28 U.S.C. §1367.

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- 8. On information and belief, Davis and Williamson reside in this District, and WPC maintains its primary place of business in this district. Accordingly, Defendants are subject to the personal jurisdiction of this Court.
  - 9. Venue is proper in this Court under 28 U.S.C. § 1391(b), (c) and 1400(b).
- 10. Defendants have appeared and answered and have not contested jurisdiction or venue.

#### **BACKGROUND**

- DeMoore has invented, developed, marketed, and sold innovative equipment and supplies for the printing industry for over thirty years, and currently serves as Chairman of Printing Research, a corporation dedicated to providing such equipment and supplies to printers facross the globe. Rendleman is a Printing Research employee, who works closely with DeMoore.
- During 1994 and 1995, building upon DeMoore's prior work with lithographic and flexographic printing technology, DeMoore and Rendleman conceived, developed, and reduced to practice a single-pass printing process and apparatus having successive printing stations for selectively applying printing inks and coatings to paper and other substrates, in which one of the stations utilizes a flexographic process and at least one of the successive stations utilizes a lithographic process. Plaintiffs termed this new invention the "Lithoflex®" system. DeMoore, Rendleman, and Printing Research developed a commercial apparatus, termed a printer/coater unit or sometimes referred to as a Rendleman coater, for use with existing printing presses, which would allow those printing presses to utilize the Lithoflex® system. Printing Research is licensed under all of DeMoore's and Rendleman's rights to the inventions represented by the Lithoflex® system and the printer/coater unit.

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- 13. Beginning in 1994, DeMoore and Rendleman conceived of and began development of the Lithoflex® system.
- 14. No later than October of 1994, Plaintiffs tested certain flexographic coating technology using a two-color Heidelberg lithographic press (the "pilot press") located at a Printing Research facility. The testing produced samples (the "flexographic samples") illustrating potential applications of that technology. No later than December 1994, Rendleman had reduced to drawings the concept of a printer/coater unit (the "Rendleman coater") that would move on a retractable mechanism with a ferris-wheel-type motion. The mechanism permitted the printer/coater unit to easily convert an upstream lithographic station to flexographic printing for amploying the Lithoflex® process and this made it possible for the practical application of such process.
- 15. WPC is today, and was in 1994, a provider of commercial printing services. WPC tilized a Heidelberg CD multi-color press at its Dallas facilities (the "WPC press").
- development of the Lithoflex® system and believing WPC to be a potential customer of the Lithoflex® system, Plaintiffs contacted WPC through Printing Research employees Steve Garner ("Garner") and John Bird ("Bird") in order to secure use of the WPC facilities. In November 1994, Bird and Garner showed representatives of WPC the flexographic samples and briefly described the Lithoflex® system. Following the presentation, WPC expressed interest in acquiring rights to the Lithoflex® system technology for use in its own systems.
- 17. In 1994 and 1995, but well prior to August 14, 1995, Printing Research disclosed to WPC further details of the Lithoflex® system and the printer/coater units. In December of

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'1994, Printing Research demonstrated components of the Lithoflex® system to representatives of WPC, including Davis and Williamson, using Printing Research's pilot press.

- 18. Printing Research's disclosure of the Lithoflex® system concept and technology to WPC was made under a confidentiality agreement ("the Confidentiality Agreement") between Printing Research and WPC, in which, in exchange for the concept and details of the Lithoflex® system and the printer/coater units, WPC agreed to maintain the confidentiality of the same.
- 19. WPC and Printing Research thereafter entered into a purchase agreement ("the Purchase Agreement") whereby Printing Research agreed to sell several printer/coater units to WPC and install the same on WPC presses. Under the terms of the agreement, WPC obtained a free unit and would pay greatly reduced prices for additional printer/coater units and installation in exchange for allowing Printing Research access to WPC's presses for further fine-tuning of the Lithoflex® system.
- 20. Under the terms of the Purchase Agreement, Printing Research delivered a printer/coater unit to WPC on or about November 15, 1995. The Rendleman coater was installed on the first station of WPC's press for testing. Subsequent stations in the WPC press line were lithographic printing stations. The first sheets were "Lithoflexed" on the WPC press using the printer/coater unit on or about December 6, 1995. The testing of the printer/coater unit on the WPC press was a success. This test was made with Printing Research personnel in full charge of the Rendleman coater.
  - 21. On information and belief, WPC continues to utilize the Lithoflex® system, including the printer/coater units.
  - 22. On August 14, 1995, Davis and Williamson caused U.S. Application Serial No. 515,097 ("the '097 application), for a "Combined Lithographic/Flexographic Printing Apparatus

and Process," to be filed with the United States Patent & Trademark Office ("PTO"). The '097 application named only Davis and Williamson as inventors, and was subsequently assigned to WPC. Defendants never informed Plaintiffs of an intent to file or of the fact of filing the '097 application. On information and belief Davis and Williamson are employees of WPC. The application issued as the '363 patent, which describes and claims the Lithoflex® system and names Davis and Williamson as inventors and WPC as assignee. The '363 patent remains assigned to WPC.

- 23. An earlier application, which was directed more to the Rendleman coater—although in the context of the Lithoflex® process, was filed by Printing Research, naming DeMoore, Rendleman, and Bird as inventors. This application was filed May 4, 1995, and it is still pending.
- 24. On information and belief, Davis and Williamson are not actual inventors of the claimed invention of the '363 patent. The Lithoflex® system and apparatus as invented by DeMoore and Rendleman and explained to WPC by Printing Research includes all the limitations of the claims of the '363 patent. DeMoore and Rendleman are therefore the inventors of the invention claimed in the '363 patent. On information and belief, Defendants knew throughout the prosecution of the '363 patent that DeMoore and Rendleman were the actual inventors of the claimed invention of the '363 patent, and intended to fraudulently and wrongfully deprive Plaintiffs of the benefits of their invention.
- 25. The omission of DeMoore and Rendleman from the list of named inventors in the '097 application and the '363 patent was committed by Defendants alone, and, therefore, without any deceptive intent on the part of Plaintiffs.

- 26. Having successfully tested the Lithoflex® system and printer/coater unit on the WPC press, Printing Research endeavored to market the Lithoflex® system to other potential buyers. To that end, representatives of Printing Research contacted Hallmark Cards, Inc. ("Hallmark") for the purpose of selling Lithoflex®system components to Hallmark.
- 27. Negotiations between Printing Research and Hallmark regarding the sale of Lithoflex® system components to Hallmark ensued and progressed to a point where agreement appeared imminent. Before entering a purchase order with Printing Research, however, Hallmark commissioned a patent infringement search to examine the propriety of Hallmark's proposed use of the Lithoflex® system.
- 28. On information and belief, and as a result of this patent infringement search, counsel for Hallmark became aware of the '363 patent, evaluated the proposed use of the Lithoflex® system in light of the '363 patent, and concluded that the proposed use would infringe the '363 patent. Upon being informed by counsel of the potential for patent infringement posed by the use of the Lithoflex® system, and as a direct result of the existence of the '363 patent, Hallmark concluded that it would not purchase any Lithoflex® system components from Printing Research.
- 29. In December of 1998, Hallmark informed Printing Research of the existence of the '363 patent, and that Hallmark would not purchase any Lithoflex® system components from Printing Research. Hallmark further indicated to Printing Research at this time that Hallmark's purchasing decision was based on the existence of the '363 patent and the potential for infringement of the same.
- 30. Plaintiffs had no knowledge of the '097 application or of the '363 patent prior to being informed of the patent's existence by Hallmark.

- 31. Defendants' acquisition and WPC's ownership of the '363 patent directly resulted in the loss of prospective sales to Hallmark, by Printing Research, of Lithoflex® system components and supplies. Defendants' acquisition and WPC's ownership of the '363 patent has further subsequently resulted in a general inability by Plaintiffs to exploit the Lithoflex® system, for example, by selling Lithoflex® system components and supplies to Hallmark and other companies.
- 32. Upon information and belief, Defendants applied for and secured the issuance of the '363 patent, and WPC secured ownership of the '363 patent, with full knowledge of the nature of the exclusive rights conferred by the '363 patent, namely the exclusive right to make, use, sell, or offer to sell the claimed invention of the '363 patent.
- 33. Upon information and belief, Defendants applied for and secured the issuance of the '363 patent, and WPC secured ownership of the '363 patent, with full knowledge that potential users of the claimed invention of the '363 patent, including potential customers of Plaintiffs, would become aware of the '363 patent and would, therefore, likely forego purchases of Lithoflex® system components or supplies from Plaintiffs.
- 34. Thus Defendants applied for and secured the issuance of the '363 patent, and WPC secured ownership of the '363 patent, with full knowledge that their actions would severely limit Printing Research from making, using, or selling the claimed invention of the '363 patent, thus damaging Plaintiffs through the loss of prospective sales of Lithoflex® system components and supplies.
- 35. On information and belief, Defendants intended their acquisition and ownership of the '363 patent to prevent Plaintiffs from selling Lithoflex® system components and supplies.

resulted in Plaintiffs wasting time, effort, and funds in attempting to market Lithoflex® to prospective buyers, who would not purchase components or supplies once they had discovered the '363 patent. Defendants were aware of Plaintiffs' ongoing marketing efforts and, nevertheless, concealed the fact of the '097 application and the '363 patent.

37. On May 20, 1999, Defendants caused to be filed Reissue Application, Serial No. 09/315,796 (the "Reissue Application") seeking reissue of the '363 patent naming Dayis and

Defendants' failure to inform Plaintiffs of the '097 application and the '363 patent

On May 20, 1999, Derendants caused to be filed Reissue Application, Serial No. 09/315,796 (the "Reissue Application") seeking reissue of the '363 patent naming Davis and Williamson as inventors and WPC as assignee. Since that time, Defendants have continued to actively seek approval of the Reissue Application despite having been informed that Plaintiffs (1) contest inventorship and (2) contend that the '363 patent has interfered and continues to interfere with prospective contracts and business relations—including, without limit, prospective contracts and relations with Hallmark. On information and belief, Defendants intend the Reissue Application and its hoped-for approval to prevent Plaintiffs from selling Lithoflex® system components and supplies and to interfere with Plaintiffs' prospective contracts and business relations with third parties.

#### **COUNT I**

#### CORRECTION OF INVENTORSHIP

- 38. Plaintiffs repeat the allegations of Paragraphs 11-37 above.
- 39. The '097 application, the '363 patent, and the Reissue Application incorrectly omit DeMoore and Rendleman as inventors of the methods or apparatus claimed therein. The '097 application, the '363 patent, and the Reissue Application further incorrectly list Davis and Williamson as inventors of the methods and apparatus claimed therein, despite the fact that neither Davis nor Williamson is a sole or joint inventor of any method or apparatus so claimed.

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DeMoore and Rendleman are the inventors of all methods and apparatus claimed in the '097 application, the '363 patent, and the Reissue Application in so far as the claims being sought are appropriate and within the scope of the invention contained in the '363 patent. Defendants omitted DeMoore and Rendleman from the list of inventors designated in the '097 application, the '363 patent, and the Reissue Application, and that omission occurred without any deceptive intent on the part of Plaintiffs.

- 40. The PTO, through the Commissioner, is empowered to correct inventorship, errors, including misjoinder, where error lists a person who is not an inventor, and nonjoinder, where error fails to list a person who is an inventor. Independently, under Title 35, United States Code, §256, the federal courts, and thus this Court, may, on notice and hearing of all parties concerned, determine the inventorship of any patent and make corrections as appropriate.
- 41. Concurrent with the original filing of this action and with the filing of this amended complaint, Plaintiffs notified each person and entity believed to be affected by Plaintiffs' claim that the designation of inventorship of the '363 patent is incorrect. Such persons include the currently designated inventors of the '363 patent, Davis and Williamson, and the assignee of Davis' and Williamson's rights to the '363 patent, WPC. Each such person or entity is in fact a named defendant in this suit and has been provided with a copy of the original complaint as well as this pleading.
- 42. Pursuant to Title 35, United Stares Code, § 256, Plaintiffs request the Court, after an appropriate hearing, to order correction of inventorship of the '363 patent. Plaintiffs specifically request that the Court remove Davis and Williamson as named inventors for the '363 patent and add DeMoore and Rendleman as the actual joint inventors for the '363 patent. In the alternative, if the Court determines that DeMoore and/or Rendleman were co-inventors with

Davis and Williamson of the subject matter claimed in the '363 patent, then Plaintiffs specifically request that the Court add DeMoore and/or Rendleman as joint inventors for the '363 patent according to its determination.

#### **COUNT II**

#### PATENT INFRINGEMENT

- 43. Plaintiffs repeat the allegations of Paragraphs 11-42 above.
- 44. DeMoore and Rendleman are the actual inventors of the claimed invention of the '363 patent, and as such hold equitable title to the '363 patent with standing to sue for infringement of the '363 patent.
- 45. Davis and Williamson are not actual inventors of the '363 patent and possess no rights under the '363 patent. The assignment of Davis' and Williamson's "rights" under the '363 patent to WPC therefore conveys no actual rights under the '363 patent to WPC. Specifically, WPC possess no right to make, use, or sell the claimed invention of the '363 patent.
- 46. Upon information and belief, WPC has used and continues to use the claimed methods and apparatus of the 363 patent in its printing operations in this judicial district and elsewhere.
- 47. Upon information and belief, WPC's use of the claimed methods and apparatus of the '363 patent in its printing operations constitutes infringement in violation of 35 U.S.C. §271 and Plaintiffs' exclusive rights under the '363 patent.
- 48. On information and belief, WPC will continue to engage in acts of infringement unless permanently enjoined by this Court.

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- 49. The infringement of the '363 patent by WPC has caused irreparable injury to Plaintiffs and will continue to cause irreparable injury to Plaintiffs unless WPC is permanently enjoined by this Court.
- 50. The infringement of the '363 patent by WPC has caused and continues to cause damage to Plaintiffs, including impairment of the value of the '363 patent and lost sales and profits in an amount yet to be determined.
- 51. On information and belief, WPC's infringement of the '363 patent in this judicial district and elsewhere has been and continues to be willful.

#### **COUNT III**

#### **CONVERSION**

- 52. Plaintiffs repeat the allegations of Paragraphs 11-51 above.
- 53. DeMoore and Rendleman are the actual inventors of the methods and apparatus plaimed in the '363 patent, and as such, on May 20, 1997, the date of issue of the '363 patent, DeMoore and Rendleman held equitable title to the patent rights associated with that invention.
- on May 20, 1997, in the City of Dallas, Dallas County, Texas, Defendants unlawfully and without authority assumed dominion and control over DeMoore and Rendleman's property, which is described in Paragraph 46, to the exclusion of DeMoore and Rendleman's rights in this property, in that on that date the '363 patent issued to Defendants. Defendants thus assumed the exclusive right to make, use, sell or offer to sell the claimed invention of the '363 patent, thereby preventing DeMoore and Rendleman from enjoying any benefits of the invention.
- 55. The value of the property at the time and place of the conversion was far in excess of \$450,000, for which sum Plaintiffs sue.

- 56. Plaintiffs are entitled to interest on the sum of \$450,000 from May 20, 1997, at the prejudgment rate of interest.
- 57. The harm to Plaintiffs resulting from Defendants' conversion of the property rights inherent to the '363 patent, as alleged above, resulted from malice. Accordingly, Plaintiffs ask that exemplary damages be awarded against the Defendants.
- 58. The harm to Plaintiffs resulting from Defendants' conversion of the property rights inherent to the '363 patent, as alleged above, resulted from fraud. Accordingly, Plaintiffs ask that exemplary damages be awarded against the Defendants. Defendants' conversion of the property rights inherent to the '363 patent, as alleged above, and the associated damage to Plaintiffs resulted from fraud for at least the following reasons: (1) the conversion was accomplished through affirmative misrepresentations of the inventorship of the claimed methods and apparatus, made by Defendants to the PTO during the application for and prosecution of the '363 patent, with full knowledge of the inaccuracy of those statements and to the detriment of DeMoore and Rendleman, the actual inventors of the invention; (2) the conversion was accomplished through affirmative misrepresentations relied on by Plaintiffs to their detriment that the information conveyed by Plaintiffs to Defendants would not be disclosed; (3) the conversion was accomplished by failing to tell Plaintiffs' of the '097 application when, in light of their previous representations, Defendants had a legal duty to inform Plaintiffs.

#### **COUNT IV**

### TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONSHIP AND WITH PROSPECTIVE CONTRACT

- 59. Plaintiffs repeat the allegations of Paragraphs 11-58 above.
- 60. Defendants obtained the '363 patent, knowing that DeMoore and Rendleman were the actual inventors of the methods and apparatus claimed therein, and knowing and intending

that these actions could prevent Plaintiffs from exploiting the claimed invention of the '363 patent through the sale of Lithoflex® system components and supplies.

- 61. In 1998, Plaintiffs and Hallmark agreed in principle, pending the completion of a patent infringement study, to a purchase order in which Plaintiffs would sell Lithoflex® system components and supplies to Hallmark.
- 62. A Hallmark patent infringement study revealed the existence of the '363 patent to Hallmark. Hallmark subsequently chose not to agree to the purchase order, based, in whole or in part, upon a fear of potential liability for infringement of the '363 patent.
- 63. Printing Research lost its prospective purchase order with Hallmark as a result of Defendants' acquisition, and WPC's apparent ownership of, the '363 patent. Absent the '363 patent, it is more than reasonably probable that Printing Research would have entered into the contract with Hallmark for a purchase order.
- 64. Defendants were aware of Plaintiffs' prospective contract with Hallmark or were aware of facts and circumstance that would leave a reasonable person to believe in the existence of a prospective contract or business relationship. Nevertheless, Defendants have willfully refused to correct the inventorship of the '363 patent and have further aggravated the situation by filing and continuing to pursue approval for the Reissue Application.
- 65. Defendants' interference with Plaintiffs' prospective contract and business relationship with Hallmark has caused damage to Plaintiffs, including specifically by depriving Plaintiffs of profits that they would otherwise have received under the contract. Defendants' interference with Plaintiffs' prospective contracts and business relations is an ongoing tort preventing additional sales of Lithoflex® components and supplies to Hallmark and to other third parties.

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- 66. The harm to Plaintiffs resulting from Defendants' tortious interference, as alleged above, resulted from malice. Accordingly, Plaintiffs ask that exemplary damages be awarded against the Defendants.
- 67. The harm to Plaintiffs resulting from Defendants' tortious interference, as alleged above, resulted from fraud. Accordingly, Plaintiffs ask that exemplary damages be awarded against the Defendants. Defendants' actions in obtaining the '363 patent, as alleged above, were fraudulent for at least the following reasons: (1) the acquisition of the '363 patent was accomplished through affirmative misrepresentations of the inventorship of the claimed methods and apparatus, made by Defendants to the PTO during the application for and prosecution of the '363 patent, with full knowledge of the inaccuracy of those statements and to the detriment of DeMoore and Rendleman, the actual inventors of the invention; (2) the '363 patent was obtained as a result of affirmative misrepresentations relied on by Plaintiffs to their detriment that the information conveyed by Plaintiffs to Defendants would not be disclosed; and (3) Defendants failed to tell Plaintiffs' of the '097 application when, in light of their previous representations, Defendants had a legal duty to inform Plaintiffs. Defendants have further aggravated their conduct and its consequent damage to Plaintiffs by prosecuting the Reissue Application through further affirmative misrepresentations.

#### **COUNT Y**

# BREACH OF CONTRACT

- 68. Plaintiffs repeat the allegations of Paragraphs 11-67 above.
- 69. In 1995, and well prior to August 14, 1995, representatives of Printing Research and WPC agreed that, in exchange for the disclosure by Printing Research, to WPC, of the details

of Plaintiffs' Lithoflex® system and printer/coater units, WPC would maintain the confidentiality of those details.

- 70. Printing Research subsequently disclosed the details of Plaintiffs' Lithoflex® system and printer/coater units to WPC. Printing Research has fully performed its obligations under the agreement.
- 71. WPC breached the contract (and its position of trust and confidence) when Defendants surreptitiously filed the '097 patent application, thus disclosing the details of the Lithoflex® system and printer/coater units to the PTO, and ensuring the disclosure of the details to the public at large upon issuance of any patent therefrom. The details were disclosed to the public, in further breach of the agreement, by the issuance of the '363 patent on May 20, 1997.
- 72. As a result of WPC's breach of contract, Plaintiffs have suffered damages. In particular, Plaintiffs have suffered consequential damages, in that WPC's disclosure of the details to the PTO and the public has created a prior art reference which serves as an potential barrier against the acquisition of additional patent protection by Plaintiffs, the monetary value of which is to be determined at trial.
- 73. If it should be ultimately found that any one or more of the Defendants made a significant and inventive contribution to the invention described in the '363 patent or the Reissue Application, then that contribution should inure to the benefit of Printing Research.

#### **COUNT VI**

# MISAPPROPRIATION OF TRADE SECRETS AND BREACH OF CONFIDENCE

- 74. Plaintiffs repeat the allegations of Paragraphs 11-73 above.
- 75. Plaintiffs possessed trade secrets and confidential information, which they disclosed to Defendants in confidence, under an express or implied agreement limiting use or

First Amended Original Complaint

disclosure to the Defendants. Defendants used or disclosed Plaintiffs' trade secrets in breach of that confidence, without permission or privilege to do so, and by that use or disclosure damaged Plaintiff.

76. By their use or disclosure of Plaintiffs' trade secrets and confidential information,

Defendants committed the torts of misappropriation of trade secrets and breach of confidence.

# **COUNT VII**

# **ATTORNEYS' FEES**

- 77. Plaintiffs repeat the allegations of Paragraphs 11-76 above.
- 78. This is an exceptional case within the meaning of 35 U.S.C. §285. Accordingly, Plaintiffs ask that they be awarded, and that Defendants be made to compensate Plaintiffs for, Plaintiffs' reasonable attorneys' fees.
- 79. This case involves a breach of contract. Accordingly, Plaintiffs ask that they be awarded, and that Defendants be made to compensate Plaintiffs for, Plaintiffs' reasonable attorneys' fees. Tex. Civ. Prac. & Rem. Code § 38.001.

# **PRAYER**

WHEREFORE, Plaintiffs pray for the entry herein of a final judgment:

- (a) correcting the inventorship of the '363 patent, pursuant to 35 U.S.C. §256, by removing Davis and Williamson as inventors of the invention of the '363 patent and naming DeMoore and Rendleman inventors of the claimed invention of the '363 patent or, in the alternative, by adding DeMoore and Rendleman as joint inventors of the claimed invention of the '363 patent;
  - (b) holding the '363 patent infringed by WPC;

- (c) enjoining the Defendants, including WPC and its servants, agents, officers and employees and any and all persons acting by or under WPC's authority, or in privity therewith, from engaging in further acts of infringement of the '363 patent or from making, using, selling or offering to sell the invention described in the '363 patent;
- (d) requiring WPC to account to Plaintiffs for any and all profits derived by WPC, and to compensate Plaintiffs under 35 U.S.C. §284 for all damages, including, without limit, reasonable royalties and lost profits, sustained by Plaintiffs, due to WPC's acts of infringement of the '363 patent, together with interest, and that such damages be trebled by reason of the willful and deliberate nature of WPC's infringement;
- (e) requiring Defendants to pay the costs of this suit, including, as this is an exceptional case pursuant to 35 U.S.C. §285, Plaintiffs' reasonable attorneys' fees incurred in bringing and prosecuting its patent claims;
- (f) requiring Defendants to compensate Plaintiffs for all damages sustained by Plaintiffs as a result of Defendants' conversion of Plaintiffs' rights to the invention claimed in the 363 patent, including pre- and post-judgment interest and exemplary damages, the amount of which are to be determined at trial;
- (g) requiring Defendants to compensate Plaintiffs for all damages sustained by Plaintiffs as a result of Defendants' tortious interference with Plaintiffs' prospective business relations, including pre- and post-judgment interest and exemplary damages, the amount of which are to be determined at trial;
- (h) requiring WPC to compensate Plaintiffs for all damages sustained by Plaintiffs as a result of WPC's breach of the Confidentiality Agreement, including pre- and post-judgment interest;

- (j) requiring Defendants to assign to Plaintiffs the '363 patent and such rights as may
   result from the Reissue Application;
- (k) enjoining the Defendants, including WPC and its servants, agents, officers and employees and any and all persons acting by or under WPC's authority, or in privity therewith, from enforcing the '363 patent;
- (l) requiring Defendants to account to Plaintiffs for any and all profits derived by Defendants from the manufacture, sale, or use of the invention described in the '363 patent, and to hold such profits in constructive trust for Plaintiffs;
- (m) enjoining the Defendants, including WPC and its assignees, servants, agents, officers and employees and any and all, persons acting by or under WPC's authority, or in privity therewith, from the further manufacture, sale, or use of the invention described in the '363 patent;
- (n) awarding Plaintiffs exemplary damages, as allowed by Texas Civil Practice and Remedies Code, Title 2, Chapter 41, for those common law torts described herein committed by any of the Defendants. Tex. Civ. Prac. & Rem. Code §§ 41.001 et seq.
- (o) that Plaintiffs be awarded all other such relief as may be allowed by law or at equity.

Respectfully submitted:

William D. Harris, Jr. State Bar No. 09109000

L. Dan Tucker

State Bar No. 20276500

Stephen D. Wilson

State Bar No. 24003187

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**ATTORNEYS FOR PLAINTIFFS** 

# **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing "First Amended Original Complaint" was served on Defendants' counsel by certified mail, return receipt requested on September 11, 2000:

John P. Pinkerton
WORSHAM, FORSYTHE & WOOLDRIDGE, L.L.P.
1601 Bryan, 30th Floor
Dallas, Texas 75201
(214) 979-3065
(214) 880-0011 (Facsimile)

Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ITEXAS **DALLAS DIVISION** 20 1939 PRINTING RESEARCH, INC., and HOWARD W. DEMOORE, www.ani Y, C Civil Action No. 99C V1154-D

WILLIAMSON PRINTING CORPORATION BILL L. DAVIS, and JESSE S. WILLIAMSON,

Defendant.

Plaintiffs,

# ORIGINAL COMPLAINT

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Plaintiffs, Printing Research, Inc. and Howard W. DeMoore (collectively "Plaintiffs"). file this Complaint against Defendants Williamson Printing Corporation, Bill L. Davis, and Jesse S. Williamson (collectively "Defendants"), and for their causes of action would show the Court the following:

#### **PARTIES**

- 1. Plaintiff Printing Research, Inc. ("PRI") is a corporation organized and existing under the laws of the State of Texas and has its principle place of business at 10954 Shady Trail, Dallas, Texas 75220.
- Plaintiff Howard W. DeMoore ("DeMoore") is an individual with a business 2. address of 10954 Shady Trail, Dallas, Texas 75220.
- 3. On information and belief, Defendant Williamson Printing Corporation ("WPC") is a corporation organized and existing under the laws of the State of Texas and has its principal

**EXHIBIT** 

place of business at 6700 Denton Drive, Dallas, Texas 75235, and may be served through its registered agent at the following address:

Jerry B. Williamson 6700 Denton Drive Dallas, Texas 75235

- 4. On information and belief, Defendant Bill L. Davis ("Davis") is an individual residing at 1126 Tipton Road, Irving, Texas 75060, where he may be served with service of process.
- 5. On information and belief, Defendant Jesse S. Williamson ("Williamson") is an individual residing at 5738 Caruth Boulevard, Dallas, Texas 75209, where he may be served with service of process.

#### JURISDICTION

- 6. This is an action arising under the patent laws of the United States (Title 35 United States Code), to correct the designation of inventorship which currently appears on United States Patent No. 5,630,363 ("the '363 patent) under 35 U.S.C. § 256 (Count I). Additionally, this action is brought to obtain relief from the infringement of the '363 patent under 35 U.S.C. § 271 (Count II), and to recover attorneys' fees for this action under 35 U.S.C. § 285 (Count VI). Subject matter jurisdiction is therefore proper in this Court under 28 U.S.C. § 1391(b), (c) and 1400(b).
- 7. This Court has supplemental jurisdiction under 28 U.S.C. §1367 as to all other causes of action alleged herein (Counts III, IV, and V).
- 8. On information and belief, Davis and Williamson reside in this District, and WPC maintains its primary place of business in this District. Accordingly, Defendants may be served within this District and are properly subject to the personal jurisdiction of this Court.

#### **BACKGROUND**

- 9. DeMoore has developed, marketed, and sold innovative equipment and supplies for the printing industry for over thirty years, and currently serves as Chairman of PRI, a corporation dedicated to supply such equipment and supplies to printers across the globe.
- 10. During 1994 and 1995, building upon his prior work with lithographic and flexographic printing technology, DeMoore conceived and developed a single-pass printing process and apparatus having successive printing stations for selectively applying printing inks and coatings to paper and other substrates, in which one of the stations utilizes a flexographic process and at least one of the successive stations utilizes a lithographic process. DeMoore and PRI termed this new invention the "Lithoflex" system. DeMoore and PRI developed a commercial apparatus, termed a printer/coater unit, for use with existing printing presses, which would allow those printing presses to utilize the Lithoflex system. PRI is licensed under all of DeMoore's rights to the inventions represented by the Lithoflex system and the printer/coater unit.
- 11. In October of 1994, Plaintiffs tested certain flexographic coating technology using a two-color Heidelberg lithographic press (the "pilot press") located at a PRI facility. The testing produced samples (the "flexographic samples") illustrating potential applications of that technology. Soon thereafter, DeMoore conceived and began development of the Lithoflex system, in which flexographic coating technology was incorporated within a single-pass press having downstream lithographic printing stations.
- 12. WPC is today, and was in 1994, a provider of commercial printing services. In 1994, WPC possessed and utilized a Heidelberg CD multi-color press at its Dallas facilities (the "WPC press").

- 13. Plaintiffs, believing WPC to possess a press of the size and type appropriate for further development of the Lithoflex system, and believing WPC to be a potential customer of the Lithoflex system, contacted WPC through PRI employees Mr. Steve Garner ("Garner") and Mr. John Bird ("Bird") in November of 1994. Bird and Garner showed representatives of WPC the flexographic samples and briefly described DeMoore's Lithoflex system. Following the presentation, WPC expressed interest in acquiring the Lithoflex system technology for use in its own systems.
- 14. In late 1994 and in 1995, but well prior to August 14, 1995, PRI disclosed to WPC further details of the Lithoflex system and the printer/coater units. In December of 1994, PRI demonstrated components of the Lithoflex system to representatives of WPC, including Davis and Williamson, using PRI's pilot press.
- 15. PRI's disclosure of the Lithoflex system concept and technology to WPC was made under a confidentiality agreement ("the Confidentiality Agreement") between PRI and WPC, in which, in exchange for the concept and details of the Lithoflex system and the printer/coater units, WPC agreed to maintain the confidentiality of the same.
- Agreement") whereby PRI agreed to sell several printer/coater units to WPC and install the same on WPC presses. Under the terms of the agreement, WPC would pay reduced prices for the printer/coater units and installation in exchange for allowing PRI access to WPC's presses for further testing and fine-tuning of the Lithoflex system.
- 17. Under the terms of the Purchase Agreement, PRI delivered a printer/coater unit to WPC on or about November 15, 1995. The printer/coater unit was installed on the first station of WPC's press for testing. Subsequent stations in the WPC press line included lithographic

printing stations. The first sheets were "Lithoflexed" on the WPC press using the printer/coater unit on December 6, 1995. The testing of the printer/coater unit on the WPC press was a success.

- 18. On information and belief, WPC continues to utilize DeMoore's Lithoflex system.
- 19. On August 14, 1995, U.S. Application Serial No. 515,097 ("the '097 application"), for a "Combined Lithographic/Flexographic Printing Apparatus and Process," was filed with the United States Patent & Trademark Office ("PTO"). The '097 application named only Davis and Williamson as inventors, and was subsequently assigned to WPC. Defendants never informed Plaintiffs of any intent by Plaintiffs to file, or that Plaintiffs did file, the '097 application. On information and belief Davis and Williamson are employees of WPC. The application issued to WPC as the '363 patent and describes and claims the Lithoflex system. The '363 patent remains assigned to WPC.
- 20. On information and belief, Davis and Williamson are not actual inventors of the claimed invention of the '363 patent. The Lithoflex system as invented by DeMoore and explained to WPC by PRI includes all the limitations of the claims of the '363 patent. DeMoore is therefore the sole inventor of the invention claimed in the '363 patent. On information and belief, Defendants knew throughout the prosecution of the '363 patent that DeMoore was the sole actual inventor of the claimed invention of the '363 patent, and intended to fraudulently and wrongfully deprive Plaintiffs of the benefits of DeMoore's invention.
- 21. The omission of DeMoore from the list of named inventors in the '097 application and the '363 patent was committed without any deceptive intent on the part of DeMoore or PRI.
- 22. Having successfully tested the Lithoflex system and printer/coater unit on the WPC press, PRI endeavored to market the Lithoflex system to other potential buyers. To that

end, representatives of PRI contacted Hallmark Cards, Inc. ("Hallmark") for the purpose of selling Lithoflex system components to Hallmark.

- 23. Negotiations between PRI and Hallmark regarding the sale of Lithoflex system components to Hallmark ensued and progressed to a point where agreement appeared eminent. Before entering a purchase order with PRI, however, Hallmark commissioned a patent infringement search to examine the propriety of Hallmark's proposed use of the Lithoflex system.
- 24. On information and belief, and as a result of this patent infringement search, counsel for Hallmark became aware of the '363 patent, evaluated the proposed use of the Lithoflex system in light of the '363 patent, and concluded that the proposed use would infringe the '363 patent. Upon being informed by counsel of the potential for patent infringement posed by the use of the Lithoflex system, and as a direct result of the existence of the '363 patent, Hallmark concluded that it would not purchase any Lithoflex system components from PRI.
- 25. In December of 1998, Hallmark informed PRI of the existence of the '363 patent, and that Hallmark would not purchase any Lithoflex system components from PRI. Hallmark further indicated to PRI at this time that Hallmark's purchasing decision was based on the existence of the '363 patent and the potential for infringement of the same.
- 26. Plaintiffs had no knowledge of the '097 application or of the '363 patent prior to being informed of the patent's existence by Hallmark.
- 27. Defendants' acquisition and WPC's ownership of the '363 patent directly resulted in the loss of prospective sales to Hallmark, by PRI, of Lithoflex system components and supplies. Defendants' acquisition and WPC's ownership of the '363 patent has further

subsequently resulted in a general inability by Plaintiffs to exploit DeMoore's Lithoflex system, including the prevention of sales of Lithoflex system components and supplies.

- 28. Upon information and belief, Defendants applied for and secured the issuance of the '363 patent, and WPC secured ownership of the '363 patent, with full knowledge of the nature of the exclusive rights conferred by the '363 patent, namely the exclusive right to make use or sell the claimed invention of the '363 patent.
- 29. Upon information and belief, Defendants applied for and secured the issuance of the '363 patent, and WPC secured ownership of the '363 patent, with full knowledge that potential users of the claimed invention of the '363 patent, including potential customers of Plaintiffs would become aware of the '363 patent, would likely forego purchases of Lithoflex system components or supplies from Plaintiffs.
- 30. Thus Defendants applied for and secured the issuance of the '363 patent, and WPC secured ownership of the '363 patent, with full knowledge that their actions would severly limit PRI from making, using, or selling the claimed invention of the '363 patent, and that their actions could thereby cause Plaintiffs to lose prospective sales of Lithoflex system components and supplies.
- 30. On information and belief, Defendants intended their acquisition and ownership of the '363 patent to prevent Plaintiffs from selling Lithoflex system components and supplies.

# COUNTI

## **CORRECTION OF INVENTORSHIP**

- 31. Plaintiffs repeat the allegations of Paragraphs 9-30 above.
- 32. The '097 application and the '363 patent incorrectly omit DeMoore as an inventor of the methods or apparatus claimed therein. The '097 application and the '363 patent further

incorrectly list Davis and Williamson as inventors of the methods and apparatus claimed therein, despite the fact that neither Davis nor Williamson is a sole or joint inventor of any method or apparatus so claimed. DeMoore is the sole inventor of all methods and apparatus claimed in the '097 application and '363 patent. The omission of DeMoore from the list of inventors designated in the '097 application and the '363 patent arose without any deceptive intent on the part of DeMoore.

- 33. The PTO, through the Commissioner, is empowered to correct inventorship errors, including misjoinder, where error lists a person who is not an inventor, and nonjoinder, where error fails to list a person who is an inventor. Independently, under Title 35, United States Code, § 256, the federal courts and thus this Court may, on notice and hearing of all parties concerned, determine the inventorship of any patent and make corrections as appropriate. This Court may correct errors of misjoinder without regard to the existence of deceptive intent with respect to the error by either the misjoined person or the actual inventors. This Court may correct errors of nonjoinder only where there was no deceptive intent with respect to the error on the part of the nonjoined actual inventor.
- 34. Concurrent with the filing of this action, Plaintiffs have notified each person and entity believed to be affected by Plaintiffs" claim that the designation of inventorship of the '363 patent is incorrect. Such persons include the currently designated inventors of the '363 patent, Davis and Williamson, and the assignee of Davis's and Williamson's rights to the '363 patent, WPC. Each such person or entity is in fact a named defendant in this suit and has been provided with a copy of this pleading.
- 35. Pursuant to Title 35, United States Code, § 256, Plaintiffs request the Court, after an appropriate hearing, to order correction of inventorship of the '363 patent. Plaintiffs

specifically request that the Court remove Davis and Williamson as named inventors for the '363 patent, and add DeMoore as the sole actual inventor for the '363 patent. In the alternative, Plaintiffs specifically request that the Court add DeMoore as a joint inventor for the '363 patent, if the Court determines that DeMoore is a co-inventor of the subject matter claimed in the '363 patent.

# **COUNT II**

# PATENT INFRINGEMENT

- 36. Plaintiffs repeat the allegations of Paragraphs 9 30 and 32-35 above.
- 37. DeMoore is the actual sole inventor of the claimed invention of the '363 patent, and as such is equitable title holder to the '363 patent with standing to sue for infringement-of the '363 patent.
- 38. Davis and Williamson are not actual inventors of the '363 patent and possess no rights under the '363 patent. The assignment of Davis's and Williamson's "rights" under the '363 patent to WPC therefore conveys no actual rights under the '363 patent to WPC. Specifically, WPC possess no right to make, use, or sell the claimed invention of the '363 patent.
- 39. Upon information and belief, WPC has used and continues to use the claimed methods and apparatus of the '363 patent in its printing operations in this judicial district and elsewhere.
- 40. Upon information and belief, WPC's use of the claimed methods and apparatus of the '363 patent in its printing operations constitutes infringement in violation of 35 U.S.C. § 271 and Plaintiffs" exclusive rights under the '363 patent.
- 41. On information and belief, WPC will continue to engage in acts of infringement unless permanently enjoined by this Court.

- 42. The infringement of the '363 patent by WPC has caused irreparable injury to Plaintiffs and will continue to cause irreparable injury to Plaintiffs unless WPC is permanently enjoined by this Court.
- 43. The infringement of the '363 patent by WPC has caused and continues to cause damage to Plaintiff, including impairment of the value of the '363 patent and lost sales and profits in an amount yet to be determined.
- 44. On information and belief, WPC's infringement of the '363 patent in this judicial district and elsewhere has been and continues to be willful.

## **COUNT III**

#### **CONVERSION**

- 45. Plaintiffs repeat the allegations of Paragraphs 9-30, 32-35, and 37-44 above.
- 46. DeMoore is the actual sole inventor of the methods and apparatus claimed in the '363 patent, and as such, on May 20, 1997, the date of issue of the '363 patent, DeMoore held equitable title to the patent rights associated with that invention.
- 47. On May 20, 1997, in the City of Dallas, Dallas County, Texas, Defendants unlawfully and without authority assumed dominion and control over DeMoore's property, which is described in Paragraph 46, to the exclusion of DeMoore's rights in this property, in that on that date the '363 patent issued to Defendants. Defendants thus assumed the exclusive right to make, use, or sell the claimed invention of the '363 patent, thereby preventing DeMoore or his licensees from enjoying any benefits of DeMoore's invention.
- 48. The value of the property at the time and place of the conversion was in excess of \$ 450,000, for which sum Plaintiffs sue.

- 49. Plaintiffs are entitled to interest on the sum of \$ 450,000 from May 20, 1997, at the prejudgment rate of interest.
- 50. Defendants' conversion of claimed invention of the '363 patent, as alleged above, was fraudulent in that the conversion was accomplished through affirmative misrepresentations of the inventorship of the claimed methods and apparatus, made by Defendants to the PTO during the application for and prosecution of the '363 patent, with full knowledge of the inaccuracy of those statements and to the detriment of DeMoore, the actual inventor of the invention. Accordingly, Plaintiffs ask that exemplary damages be awarded against the Defendants.

#### COUNTIY

## TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS

- 51. Plaintiffs repeat the allegations of Paragraphs 9-30, 32-35, 37-44, and 46-50 above.
- 52. Defendants obtained the '363 patent, knowing that DeMoore was in fact the sole actual inventor of the methods and apparatus claimed therein, and knowing and intending that these actions could prevent Plaintiffs from exploiting the claimed invention of the '363 patent through the sale of Lithoflex system components and supplies.
- 53. In 1998, Plaintiffs and Hallmark agreed in principle, pending the completion of a patent infringement study, to a purchase order in which Plaintiffs would sell Lithoflex system components and supplies to Hallmark.
- 54. A Hallmark patent infringement study revealed the existence of the '363 patent to Hallmark.

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- 55. Hallmark subsequently chose not to agree to the purchase order, based upon a fear of potential liability for infringement of the '363 patent.
- 56. Plaintiffs lost its prospective purchase order with Hallmark as a result of Defendants' acquisition of WPC's ownership of the '363 patent. There is more than a reasonable probability that Plaintiffs would have obtained the purchase order in the absence of Defendants' actions.
- 57. Defendants' actions in obtaining the '363 patent, as alleged above, were fraudulent in that the acquisition of the '363 patent was accomplished through affirmative misrepresentations of the inventorship of the claimed methods and apparatus, made by Defendants to the PTO during the application for and prosecution of the '363 patent, with full knowledge of the inaccuracy of those statements and to the detriment of DeMoore, the actual inventor of the invention. Accordingly, Plaintiffs ask that exemplary damages be awarded against the Defendants.
- 58. Defendants' interference with Plaintiffs' prospective business contract with Hallmark has caused damage to Plaintiffs, including specifically by depriving Plaintiffs of profits that they would otherwise have received under the contract. Defendants' interference with Plaintiffs' prospective business contracts continues by preventing additional sales of Lithoflex components and supplies to Hallmark and other third parties.

#### **COUNT Y**

#### BREACH OF CONTRACT

59. Plaintiffs repeat the allegations of Paragraphs 9-30, 32-35, 37-44, 46-50, and 51-58 above.

- 60. In 1995, and well prior to August 14, 1995, representatives of PRI and WPC agreed that, in exchange for the disclosure by PRI, to WPC, of the details of Plaintiffs' Lithoflex system and printer/coater units, WPC would maintain the confidentiality of those details.
- 61. PRI subsequently disclosed the details of Plaintiffs' Lithoflex system and printer/coater units, and has fully performed its obligations under the agreement.
- WPC breached the contract described in Paragraph 60 and breached its position of trust and confidence, when Defendants surreptitiously filed the '097 patent, thus disclosing the details of the Lithoflex system and printer/coater units to the PTO, and ensuring the disclosure of the details to the public at large upon issuance of any patent therefrom. The details were disclosed to the public, in further breach of the agreement, by the issuance of the '363 patent on May 20, 1997.
- 63. As a result of WPC's breach of contract and breach of trust and confidence, Plaintiffs have suffered damages. In particular, Plaintiffs have suffered consequential damages, in that WPC's disclosure of the details to the PTO and the public has created a prior art reference which serves as an potential barrier against the acquisition of additional patent protection by Plaintiffs, the monetary value of which is to be determined at trial.

#### **COUNT VI**

## **ATTORNEYS' FEES**

- 64. Plaintiffs repeat the allegations of Paragraphs 9-30, 32-35, 37-44, 46-50, 51-58, and 60-63 above.
- 65. This is an exceptional case within the meaning of 35 U.S.C. § 285. Accordingly, Plaintiffs ask that they be awarded, and that Defendants be made to compensate Plaintiffs for, Plaintiffs' reasonable attorneys' fees.

#### **PRAYER**

WHEREFORE, Plaintiffs prays for the entry herein of a final judgment:

- (a) correcting the inventorship of the '363 patent, pursuant to 35 U.S.C. § 256, by removing Davis and Williamson as inventors of the invention of the '363 patent and naming DeMoore sole inventor of the claimed invention of the '363 patent or, in the alternative, by naming DeMoore a joint inventor of the claimed invention of the '363 patent;
  - (b) holding the '363 patent infringed by WPC;
- (c) enjoining WPC and its servants, agents, officers and employees and any and all persons acting by or under WPC's authority, or in privity therewith, from engaging in further acts of infringement of the '363 patent;
- (d) requiring WPC to account to Plaintiffs for any and all profits derived by WPC, and to compensate Plaintiffs under 35 U.S.C. § 284 for all damages, including lost profits, sustained by Plaintiffs due to WPC's acts of infringement of the '363 patent, together with interest, and that such damages be trebled by reason of the willful and deliberate nature of WPC's infringement;
- (e) requiring Defendants to pay the costs of this suit, including, as this is an exceptional case pursuant to 35 U.S.C. § 285, Plaintiffs' reasonable attorneys' fees incurred in bringing and prosecuting its patent claims;
- (f) requiring Defendants to compensate Plaintiffs for all damages sustained by Plaintiffs as a result of Defendants' conversion of Plaintiffs' rights to the invention claimed in the '363 patent, including pre- and post-judgment interest and exemplary damages, the amount of which are to be determined at trial;

- (g) requiring Defendants to compensate Plaintiffs for all damages sustained by Plaintiffs as a result of Defendants' tortious interference with Plaintiffs' prospective business relations, including pre- and post-judgment interest and exemplary damages, the amount of which are to be determined at trial;
- (h) requiring WPC to compensate Plaintiffs for all damages sustained by Plaintiffs as a result of WPC's breach of the Confidentiality Agreement, including pre- and post-judgment interest;
  - (i) that Plaintiffs be awarded all other such relief as the court may find equitable.

Respectfully submitted:

William D. Harris Jr. State Bar #: 09109000

L. Dan Tucker

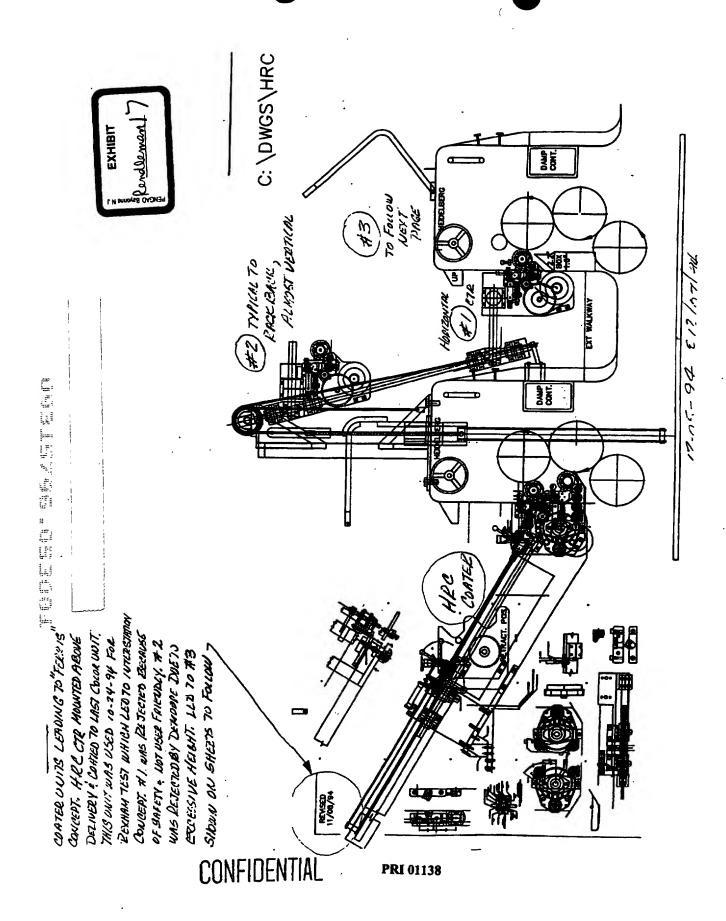
State Bar #: 20276500 Robert T. Mowrey State Bar #: 14607500 W. Edward Woodson State Bar #: 24003207

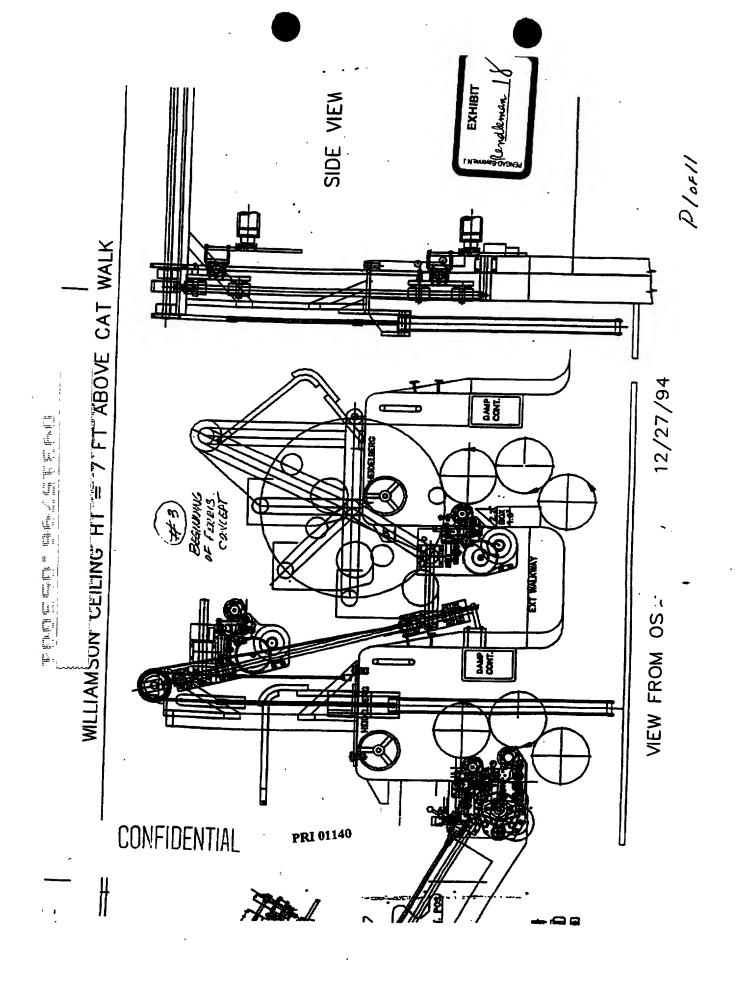
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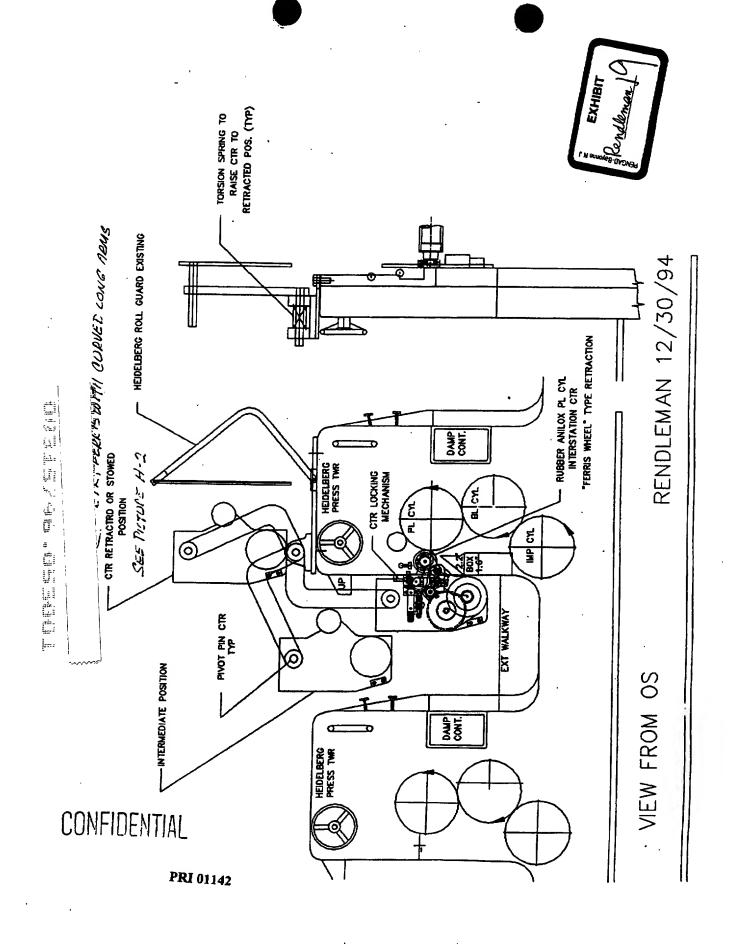
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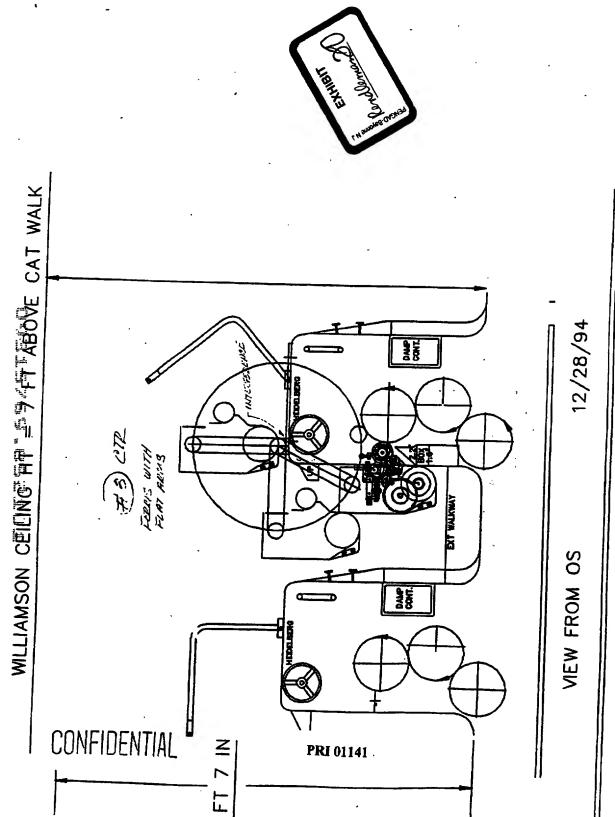
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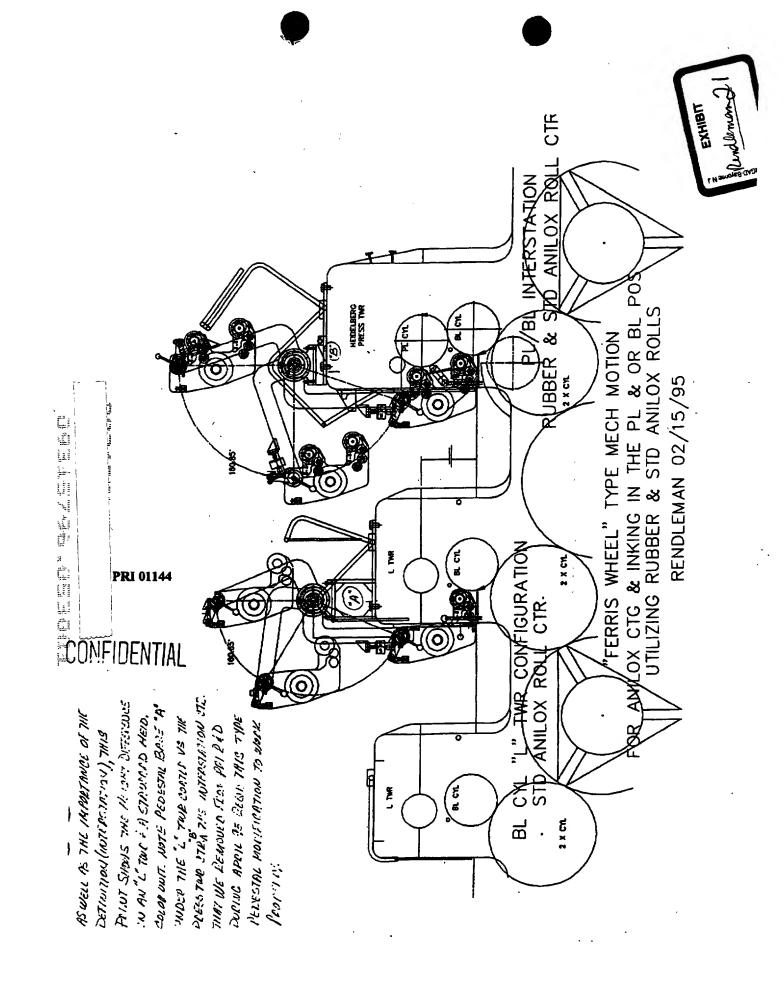








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**EXHIBIT-D** 

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# IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

PRINTING RESEARCH, INC. HOWARD W. DEMOORE and X RON M. RENDLEMAN X X CIVIL ACTION NO. vs. X 3-99CV1154-M X WILLIAMSON PRINTING CORP., X BILL L. DAVIS and X JESSE WILLIAMSON Х

**VIDEOTAPED** 

ORAL DEPOSITION

OF

HOWARD DE MOORE

October 17, 2000

ANSWERS AND VIDEOTAPED DEPOSITION OF HOWARD

DE MOORE, produced as a witness at the instance of the

Defendant, being duly sworn, was taken in the

above-styled and numbered cause on the 17th day of

October, 2000, from 9:24 a.m. to 5:53 p.m., before

Christina Cheatham, a Certified Shorthand Reporter in and

for the State of Texas, via machine shorthand, at the

offices of Locke Liddell & Sapp, L.L.P., located at 2200

Ross Avenue, Suite 2400, in the City of Dallas, County of

Dallas and State of Texas.

COPY

FULLER & ASSOCIATES, INC. 214.744.1250 FORT WORTH 817.810.0200 TYLER 903.531.0086 888.480.DEPO(3376) SAN ANTONIO 210.223.1760

ALSO PRESENT: Mr. Dave Douglas

Mr. Mike Imken, Videographer Mr. Chong Kwak, Videographer

Mr. Jesse S. Williamson

Mr. Ron Rendleman

MR. WILLIAM D. HARRIS, JR.

Locke Liddell & Sapp, L.L.P.

MR. STEVE WILSON

2200 Ross Avenue

APPEARANCES

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	•	5	NO.	DESCRIPTION
		б	1	First Amended Original Complaint
		7	2	United States Patent 5,630,363
	! ;	8	3	Plaintiff's Response to Defendant's First Set of Interrogatories
4		9	4	Letter DeMoore to Williamson 2/2/00
		10	5	Billing Statement through 7/5/94
ŢŢĪ		11		Glaser, Griggs & Schwartz to Printing Research, Inc.
	4	12	6	Billing Statement through 8/3/94
		13		Glaser, Griggs & Schwartz to Printing Research, Inc.
		14	7	Billing Statement through 9/7/94
1500 1500 18		15		Glaser, Griggs & Schwartz to Printing Research, Inc.
1.1		16	8	United States Patent 6,082,257
		17	9	Application for Patent
		18		Attorney Docket B6012
; (	ليسبن	19		Weather History 7/7/94
		20	11	Second Supplemental Declaration of John W. Bird
·		21	12	Client Confidentially Agreement
		22		

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WITNESS:

INDEX

EXHIBITS

HOWARD DE MOORE

Examination by Mr. Pinkerton

Key Account Activity Report

13 Documents relating to U.S. Patent Application File B6012

14 Letter - Williamson to DeMoore 2/11/99

## PROCEEDINGS

VIDEOGRAPHER: We're on the video record at 9:24 a.m., tape one. This is the videotaped deposition of Howard DeMoore taken in the matter of Printing Research, Incorporated, et al versus Williamson Printing Corporation, et al, Cause Number 3-99CV1154-10, being heard in the U.S. District Court of the Northern District of Texas.

This deposition is being held at the offices of Locke Liddell & Sapp, 2200 Ross, Suite 2400, Dallas, Texas, at the time and date indicated on the video screen.

If the attorneys present would please state their appearances.

MR. HARRIS: I'm Bill Harris, William D. Harris, Jr., officially, and I'm here as an attorney for Printing Research, Inc.

MR. SWEENEY: Marty Sweeney, an attorney for the plaintiffs as well.

MR. PINKERTON: I'm John Pinkerton with Worsham, Forsythe & Wooldridge representing the defendants.

MR. FALK: Bob Falk of Falk & Fish for the defendants.

HOWARD DE MOORE,

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having been sworn to testify the truth, testified as follows:

MR. HARRIS: Before proceeding I would quickly like to just put on the record we designate this proceeding -- this deposition in its entirety as confidential.

MR. PINKERTON: I guess you have the right to do that, Counsel, under the protective order.

MR. HARRIS: I believe so.

MR. PINKERTON: I think we would object to nonconfidential items being under a confidential designation, but we can work that out or deal with that at a later time.

MR. HARRIS: I'm not hard-headed about that, some things, but not that.

MR. PINKERTON: Okay.

## **EXAMINATION**

## BY MR. PINKERTON:

- Q. Mr. DeMoore, would you state your full name, please.
  - A. Howard Warren DeMoore.
  - And what is your present residence address? Q.
  - A. 6102 Glendora, Dallas.
    - Q. Do you reside sometimes outside of Dallas?
    - A. Yes.

		•	Q. Where is that, sir!
		2	A. Hawaii.
		3	Q. And what's your residence in Hawaii?
		4	A. 86 South Kalaheo. I better spell it for you.
		5	K-a K-a-l-a-h-e-o, Avenue South, and that's in Kailua,
		6	K-a-i-l-u-a, Hawaii, 96734, in case you want to write.
		7	Q. Over the past, let's say six years,
		8	approximately how much of your time have you spent in
	į	. 9	Hawaii and how much have you spent in the states o'r in
	;	10	the mainland?
	i i	11	A. I couldn't tell you.
	i	12	Q. No way to really generalize about it?
, F = 1		13	A. Not really.
English Anna	.	14	Q. Do you spend several months in Hawaii every
35		15	year?
		16	A. Some years I do and some years I don't.
		17	Q. Okay. We have asked for, in a document request
	لسسا	18	that hasn't been responded to yet, your daytimer or
}=:		19	calendar. Have you kept a daytimer or calendar or
		20	appointment log for the past several years?
		21	A. Never, never have.
		22	Q. Never have?
		23	A. No.
		24	Q. Do you have any records of when you are in
		25	Dallas and when you are in Hawaii?

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1	A. I don't have it, no.
2	Q. Does Printing Research?
3	A. I don't think so, not to my knowledge.
4	Q. Do you have expense records that would show when
<b>5</b> .	you travel to Hawaii?
6	A. Well, that's on me. I pay for that. The
7 .	company doesn't pay for it.
8	MR. HARRIS: Direct yourself to the
9	question.
10	THE WITNESS: Oh
11	MR. HARRIS: Would you repeat the question,
12	please.
13	Q. (By Mr. Pinkerton) I think the question was:
14	Do you personally have expense records that would show
15	when you went to Hawaii?
1(	A. I don't really know, probably.
1	Q. And if you did have them, would they be at your
18	home?
19	A. I don't know.
20	Q. Would they be at Printing Research?
21	A. I don't know where they would be.
22	Q. What is your best recollection as to where they
23	might be?
24	A. Probably at home.
25	Q. So you have not maintained, as I understand it,
3	

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		1	any type of appointment calendar, let's say beginning in
		2	1994?
		3	A. No.
		4	Q. Do you have a secretary?
		5	A. Yes.
		6	Q. Who is your secretary?
4		7	A. Linda Nottingham.
		8	Q. How long has she been your secretary?
	! 1	9	A. Oh, probably 14 years.
	i	10	Q. Does she keep your appointment schedule?
		11	A. No.
13. 13.		12	Q. Does she keep your travel schedule?
		13	A. Not really, no.
,		14	Q. Does she make your travel arrangements?
ii.		15	A. Sometimes.
Harting with the hold		16	Q. Does anybody keep your appointment schedule?
Lil		17	A. My appointment schedule? Well, she may on
		18	occasion or my wife will do it:
		19	MR. HARRIS: Let me inject something.
		20	Mr. Steven Wilson has entered the room now and he's an
		21	attorney also appearing on behalf of the plaintiff. He's
		22	with this firm, my firm.
		23	Q. (By Mr. Pinkerton) Ms. Nottingham was the
		24	secretary you mentioned?
		25	A Voc

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	Α.	Two
	Q.	Pri
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	Q. 1	And
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1 8	would like	£
19	A. A	11
20	Q. T	'ha
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22	have answe	re
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Q. And she's still at Printing Research	Q.	And	she's	still	at	Printing	Research
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- Yes. Α.
- Mr. DeMoore, have you had your deposition taken Q.
  - s.
  - w many times?
  - o times, as I recall.
- ior to this deposition have you had the to talk to your attorneys about the we are going to follow here today?
  - s.
- d do you understand that the testimony you are ve today in this deposition is just like you ring in court, it's under oath and subject to s of perjury?
- you don't understand a question that I ask, I or you to let me know that?
  - right. I will.
- And I'll attempt to rephrase it so now that you understood the question that you d, okay.

Another thing we need to have an understanding about is that if you have an answer, would you please give a verbal answer as opposed --

	11
. 1	A. Yes, I will.
. 2	Q. Okay. What is your present position with
3	Printing Research?
4	A. Chairman.
5	Q. And how long have you been chairman of the
6	board?
7	A. Oh, probably I'm speculating, I'm not going
8	to do that. I really I couldn't tell you exactly the
9	date.
10	Q. Approximately?
11	A. Again, I would be speculating.
10 11 11 12 12 12 12 12 12 12 12 12 12 12	Q. From 1994 to the present have you been chairman
13	of the board of Printing Research, Inc.?
13	A. Again, I'm not sure when I took over the title
	of president or chairman from president.
16	Q. When was Printing Research founded?
16	A. First started in 1968.
	Q. And where was the company located at that time?
19	A. California.
20	Q. Where in California?
21	A. Los Angeles.
22	Q. Did you have a place of business there?
23	A. It was me working out of the apartment.
24	Q. You were working out of an apartment at the
25	time?

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A. Yes.

- Q. Where was the first building you leased or building you occupied or any type of rental facility you occupied?
- A. Oh, I leased one in Los Angeles. It was in -- some time in the 1970s, early '70s. I believe it was 1973.
  - Q. Early 1973, and that was in LA?
  - A. Yes.
- Q. And so just tell us the other physical locations that Printing Research has had, then, starting with the one in LA in '73, what was your next location?
  - A. In Dallas at a mini-warehouse.
  - Q. And approximately when was that, sir?
  - A. '75, '76, somewhere in that range.
- Q. So I take it you moved the company to Dallas, then in '75 or '76?
  - A. That's correct, yes.
  - Q. And where was that warehouse you had?
- A. It was on Royal Lane, Royal Lane near Stemmons. Freeway, just off of Stemmons Freeway.
- Q. How long were you in that location, approximately?
- A. Oh, approximately probably -- I'm not clear on that. I moved from there -- and I'm speculating again, I

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don't want to do that. I don't --

- Q. Just your best estimate, please, sir.
- A. I would say '77 or '78, somewhere along there.
- Q. Where did you move to?
- A. A place -- oh, golly, I'm still there, in fact. It's where the post office is off of Northwest Highway. I have been there ever since. I still maintain some storage places there.
  - Q. Is that in Carrollton?
  - A. No, no, in Dallas. It's in Dallas.
  - Q. In Dallas?
- A. Yes.
  - Q. You say you still have some storage space there?
- A. Yes.
  - Q. Okay. But now the present location of the company is what?
    - A. Is 10954 Shady Trail, Dallas, 75220.
- Q. And is that a different location from that storage facility you're talking about?
  - A. Oh, yes, yes.
- Q. Okay. Well, what did you use that storage facility for?
- A. Well, initially that's where I got Printing Research started, working out of a storage, a 10 by 10 bin.

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		1	Q.	Did you bring any other people in with you?
		2	Α.	No, I own Printing Research outright.
		3	Q.	Did you ever have any other people participating
		4	in the b	usiness with you?
		<b>5</b>	Α.	In what way?
		6	Q.	Either as owners?
		7	Α.	Oh, no, never.
,	, - 1	8	Q.	How about as managers or presidents?
		9	Α.	Yes.
E.		10	Q.	Okay. And what is the first outsider that
		11	you w	ho is the first outsider that you took in?
		12	' A.	In what respect?
	i 	13	Q.	The first person you would hire as a president
		14	or manag	er?
		15	A.	Ray Grupp.
Here the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second		16	Q.	And when was that?
	1 -	17	Α.	I think it was in January of '92.
	~~~	18	Q.	January of '92?
1 222	•	19	А.	Yes.
		20	Q.	So at that time you were here in Dallas?
		21	A.	Yes.
		22	Q.	Is that right?
		23	A.	Yes.
		24	Q.	And would you spell Mr. Grupp's last name?
		25	А.	G-r-u-p-p.

		16
	1	Q. Okay. And what was his position?
	2	A. Wasn't president, maybe vice president, manager.
	3	Q. What were his duties?
	4	A. Sales manager and just general manager.
	Š	Q. He started in January of '92. How long was he
	6	with the company?
	7	A. Till July of '87.
	8	Q. Let's see. Now, you had said that he started
	9	in '92 and he left in '87?
, s.,	10	A. '87 or I'm sorry.
ĮĮ.	11	MR. HARRIS: He departed in an Einsteinian
13:	12	way and arrived on the previous day.
ت بالم بست	10 11 12 13	THE WITNESS: '87, I'm sorry,
ų. Ci	14	Mr. Pinkerton.
# ,===	15	Q. (By Mr. Pinkerton) When did he begin his
W. H. H. H. H.	16	employment?
	17	A. January of '92.
<u> </u>	18	Q. And he left when?
int.	19	A. In July of '87.
	20	Q. Okay. Those dates don't stack up. Let's back
	21	up. If he left in July of '87, he must have are you
	22	intending to say that he started in January of '82?
	23	A. '82, that's what I meant. What
	24	Q. You said '92.
	25	A. Oh, I'm sorry.

		3	Q.	Okay. So he was with you about five and a half
		4	years?	
		5	A.	Yes.
		· 6	Q.	And what were the circumstances surrounding
		7	Mr. Gru	pp leaving your company?
	*****	8	A.	We had a disagreement.
		9	Q.	About what?
±.	<u>'</u>	10	Α.	About business policies.
	!	11	Q.	And what generally was the nature of the
k:		12	disagre	ement about business policies?
li Li		13	A.	The way he was doing things. I didn't like the
Ži		14	way he	was doing things.
Di s		15	Q.	You didn't like the way he was operating as
		16	sales ma	anager?
li Li		17	A.	Yes.
The state of the s		18	Q.	Can you tell us what you didn't like?
1e= d=		19	A.	Well, he wouldn't listen to me, basically. He
	·	20	wouldn't	t listen to my suggestions and follow my
		21	recomme	ndations, so I couldn't let it go on.
		22	Q.	Were these recommendations on sales policies and
		23	activiti	ies?
		24	A.	Yes. Yes.

1982.

That's been a long time ago.

Q.

A.

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So when he left the company in July of 1987,

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1 | what was your title then?

- A. Just president.
- Q. You were president?
- A. I'm sure.
- Q. Okay. How long did you then continue as president of the company from July of '87 or after July of '87?
 - A. That I'm not clear on.
- Q. Can you give us some approximation or some estimate in the '90s? Were you the president at any time of Printing Research?
- A. Some time in the '90s. Again, I'm speculating, I'm not sure just when I became chairman.
- Q. Okay. So you were president and then at some time you became chairman of the board?
 - A. Yes.
- Q. And did you then hire another person as president when you became chairman?
 - A. No.
 - Q. Did you have both titles, then, for a while?
- 21 A. Yes.
- Q. Okay. Sorry.
- 23 A. Well, I don't think I -- I think what happened 24 was that I moved up my vice president to president and

And who did you move to the presidency at that

Q.

	,	20
	.1	president.
	2	Q. Okay. Were you president at the time?
	3	A. Was I president?
	4	Q. Yes.
	5	A. Yes.
,	6	Q. Okay. So you hired Mr. Garner as vice president
	7	in April of '94?
	8	A. Yes.
	9	Q. Who had been the vice president before
	10	Mr. Garner?
	11	A. A gentleman by the name of Bill Holtz.
12- 11:	12	Q. And what were Mr. Garner's responsibilities as
The state of the s	13	vice president?
	14	A. As vice president of sales and to run the
# # *	15	corporation.
	16	Q. Did he have responsibility for manufacturing?
	17	A. Yes.
	18	Q. So he was vice president in charge of sales and
<u> </u>	19	manufacturing?
	20	A. Yes.
	21	Q. All right. Now, at that time, April of 1994,
	22	was Mr. John Bird employed by Printing Research?
	23	A. Yes.
	24	Q. And what was his position?
	25	A. I believe he was sales manager.

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A.

Q.

Q.

A.

Q.

Yes.

1994?

	5	A. Salesman.
	6	Q. Did you have any other vice presidents besides
	7 .	Mr. Garner?
	. 8	A. Yes, I had one prior. I said Mr. Holtz,
	9	Mr. Bill Holtz.
L . f .	10	Q. I'm sorry, my question really was directed were
	11	there other vice presidents of Printing Research at the
i.	12	same time that Mr. Garner was vice president?
	13	A. Oh, yes, yes.
	14	Q. And who were they?
	15	A. Ed Shafler.
	16	Q. And what was his title?
	17	A. He was CFO, chief financial officer.
	18	Q. Okay. And then any other executives besides
ļarg	19	Mr. Garner and Mr. Shafler and yourself?
	20	A. Top management, you mean?
	21 🗸	Q. Yes.
	22	A. Is that what you mean?
	23	Q. Right.

What was his position?

Okay. Now, did there come a time when

I believe that was it, yes.

Was Steve Baker employed by Printing Research in

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Mr. Garner left the company?

- A. What's that?
- Q. Did Mr. Garner leave the company?
- A. Yes, he did.
 - Q. And approximately when was that?
 - A. This year.
 - Q. In 2000?
 - A. Yes.
 - Q. Okay. And who took over his position as vice president?
 - A. He wasn't vice president.
 - Q. When he left?
 - A. Yes, he was not, no.
- Q. Okay. Well, tell me, then, what changed with respect to Mr. Garner as far as his title and position? You hired him as vice president in April of '94 --
 - A. Oh, yes.
 - Q. And then did his title change?
- A. Yes, yes. Okay. In 1998 I brought my son in and then he -- then later Steve Garner was, shall we say sent down from vice president.
 - Q. Did you make your son vice president?
- A. Yes, that's correct.
 - Q. And what is his name?
- A. Peter.

		2	and what	did Mr. Garner's position become?
		3	A.	His was in coater sales.
		4	Q.	So that was in 1998, and then you say he left
		5	the comp	any in 2000; is that right?
		6	A.	Yes.
		7	Q.	Did he quit or was he terminated?
	1	8	A.	He resigned.
		9	Q.	He resigned.
şæ.		10		And at the present time you still maintain
		11	your tit	le as chairman of the board; is that right?
	. 1	12	A.	Yes.
1 to 1	1	13	Q.	And is there a president or CEO of the company
الور" المراجعة المراجعة	1	14	today?	•
	1	15	Α.	CFO, you mean?
# 1.4.4	i	16	Q.	No, sorry. Is there a president of the company
	1	17	today?	
E . Fa:	1	18	A.	Yes.
	1	19	Q.	Who is that?
	2	20	A.	Dan Boils.
	. 2	21	Q.	And how about vice president?
	2	22	A.	I have two of those.
	2	3	Q.	And who are they?
	,2	4	А.	Dave Douglas.
	2	5	Q.	Okay.

Q. So Peter DeMoore became vice president in 1998

1 Α. And Don Manning. 2 Q. Okay. Mr. Douglas is here with us. You might 3 just tell us what his position with the company is. 4 Α. His position with the company is developing overseas sales. 5 6 So is he sales manager for foreign sales? Q. 7 I would say so, yes. A. Is that the extent of his responsibilities? Q. Α. Oh, no, no. He has also responsibilities at the 10 plant. What are those? 11 Q. 12 Α. . As part of the manufacturing. He is in charge of manufacturing? 13 Q. 14 Α. Parts of it. Who else is in charge of manufacturing? 15 Q. Brian Argenbright. 16 Α. 17 18 How do you spell his last name, do you know, Q. Argenbright? 19 A. It's spelled just the way it --20 A-r-g-e-n-b-r-i-g-h-t? Q. 21 Α. I believe that's right. 22 Q. What's his title? 23 A. He's just a manager. 24 Q. But Mr. Douglas, then, is -- he is the executive 25 in charge of manufacturing for Printing Research today?

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Α.

A.

Q.

Yes.

And he is also in charge of foreign sales?

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determined that I was mechanically inclined and they put me in the printing department, the press room.

- Q. What did you do in the press room?
- A. Washed up presses, piled paper, fed the presses.
- Q. How long did you work for Southerland -- or yes, Southerland Paper?
- A. About five years.
 - Q. So '47 would take you up to what?
 - A. '52.
 - Q. 1952?
 - A. Yes.
 - Q. And so when you left there where did you go to work?
 - A. Went out to California.
 - Q. What did you do in California?
 - A. I became a pressman at Southerland and I went to work out in Los Angeles for Universal Match Company.
 - Q. Universal Match?
- A. Yes.
 - Q. What did that company do?
 - A. Prints matches, matchbooks.
- Q. How long were you with Universal Match Company?
- A. Several years.
 - Q. And you left them and went to work where?
 - A. Oh, I had many jobs, different jobs, I couldn't

28 1 reconstruct them all. 2 Well, let's see while you were with Universal Q. 3 Match Company did you work as a pressman? 4 A. Oh, yes. 5 Q. And again, that entailed what at Universal 6 Match? 7 A. Running a press. 8 What kind of press? Α. I couldn't -- I don't remember right now, 10 probably a Harris. 11 Q. And what type of printing was it? 12 Α. Offset. 13 Let's see. You started Printing Research in 14 1968? 15 A. Yes. 16 So from 1952 to 1968 what are the companies that M 17 you do recall working for before you started Printing 18 Research? 19 Α. Miesner Press. 20 And tell us where that is? Q. 21 A. In Los Angeles, M-i-e-s-n-e-r. 22 Q. Okay. 23 Α. Hillside Press. 24 Q. Again in LA? 25 A. Yes.

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	1	Q.	Okay.		
	2	,A.	California Greeting Cards.		
	3	Q.	Located where?		
	4	A.	Los Angeles. These are all in Los Angeles.		
	. 5	That's	the ones that stick out in my mind.		
	6	Q.	Did you have any other		
	7	Α.	Sorry, I left one out. Queen Beach. That wa	s	
	8	in Long	Beach. That was the last place I worked where	I	
	9	9 ran a press.			
12.1	10	Q.	Queen Beach was the company?		
155	11	A.	Yes.		
k	12	Q.	Do you remember who you worked for at Queen		
***	13	Beach?			
The production of the control of the	14	A.	Nick and Bill Edwards.		
	15	Q.	Are they still there?		
11 11 11 11 11 11 11 11 11 11 11 11 11	16	A.	Yes.		
	17	Q.	Did you work as a pressman at all of these for	ır	
	18	differer	ıt		
į dalia	19	A.	Yes, oh, yes.		
	20	Q.	Doing basically the same duties?		
	21	A.	Yes.		
	22	Q.	Which was a		
	23	Α.	A pressman.		
	24	Q.	Running a press?		
	25	A.	Yes.		

	1	Q. And were they all offset presses?
	2	A. Yes.
	3	Q. Do you recall approximately how long you were
	4	with Queen Beach there in Long Beach?
	5	A. I'm not certain. I'm not sure.
	6	Q. Approximately, number of years?
		A. I'm not sure.
		Q. Okay. But that was the was that the last
		company that you worked for before you started Printing
ಮಕ್ಕು. ಕಾರ್ಮ ಚಿತ್ರಕ್ಕೆ	10	Research?
	11	A. That's correct.
The property of the rest.	12	MR. HARRIS: Object to as asked and
74; }:	13	answered.
M. N.	14 ^E	Q. (By Mr. Pinkerton) Mr. DeMoore, when is the
a Fi	15	first occasion that you had to apply for a United States
The state of	16	patent?
L L	17	A. I think in 1971.
	18	Q. So you had started Printing Research at that
	19	ime?
	20	A. After starting Printing Research, yes.
	21	Q. Okay. And what was the invention that that
	22	patent application related to?
	23	A. It was a special type of delivery cylinder or
	24	transfer cylinder.
	25	Q. Is that what has come to be known as the Super

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- A. Oh, no.
- Q. No? Okay. What was it, then?
- A. It was a cylinder and -- it was a Teflon coated, special Teflon coated cylinder.
 - Q. Did a patent issue on that?
 - A. Yes.
 - Q. Okay. So that was in 1971, right?
 - A. I applied for a patent, yes.
- Q. Okay. So from 1971 up until the present time would you describe for us your familiarity with the United States patent system and obtaining patents?

MR. HARRIS: Objected to as global, incomprehensible, impossible to attack on a specific basis, and I request that you ask more specific questions.

- Q. (By Mr. Pinkerton) You have applied for a number of patents since 1971?
 - A. Yes.
- Q. During that time have you become familiar with the procedures for obtaining patents in the United States?
 - A. Somewhat, yes.
- Q. Can you describe the procedures that you are somewhat familiar with?

		. 32
	1	A. The procedure you're asking me?
	2	Q. Yės?
	3	MR. HARRIS: Sir, if you can give a general
	4	description as a layman, give one.
	5	THE WITNESS: Yeah. Okay.
	6	MR. HARRIS: And let's place on the record
	7	now that by way of voir dire you're not an attorney.?
	8	THE WITNESS: I'm not an attorney.
	9	MR. HARRIS: And you've never studied
	L O	patent law, have you?
11 1	L 1	THE WITNESS: No, I never have.
د اتسا	2	MR. HARRIS: Okay.
1	L 3	Q. (By Mr. Pinkerton) Based on your experience
Di 1	4	what do you know about the procedure for obtaining a
1 U 1	. 5	United States patent?
	. 6	A. What do I know? Well, you need to have an
lane i	. 7	original idea.
[1 ≚	8	Q. Is that all?
	9	A. Well, you need a patent attorney.
2	0	Q. And what does the patent attorney do?
2	1	A. He advises you whether it's patentable or isn't
2	2	patentable.
2	3	Q. And is part of the procedure to prepare a patent
2	4	application?
25	5	A. Absolutely. You have to have a patent attorney.
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- Are you familiar with a patent application having a specification that describes the invention?
 - Repeat that, would you please.
- Are you familiar and know that a patent has a specification which describes the invention?
 - Yes.
- Are you also familiar with the fact that a Q. patent will have claims?
 - Α. Yes.
- And what do you understand the function of Q. claims to be?
- I wouldn't know. I mean, I have never written Α. any. My patent attorney has always done that.
- Do you know from your experience in obtaining patents that the claims in a patent are to define the invention?
 - Α. That seems fair, yes.
- Are you also familiar with the fact that a 0. patent applicant has a duty to the patent office to disclose material information relating to the patent application?
 - Α. Yes.
- Q. Beginning from the time of 1971 up until the present time tell me the different attorneys who have represented you and/or Printing Research in obtaining

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- A. I can't recall my Los Angeles firm right now.

 remember my second one in Los Angeles was Baursfeld

 and -- Baursfeld, Kelly and -- in California.
 - Q. Can you spell those first names, please?
 - A. B-a-u-r-s-f-e-l-d, John Baursfeld.
 - Q. Okay. He is in LA?
 - A. He's out in Thousand Oaks, I believe it is.
- Q. At the time you worked with him was he in Los Angeles?
- A. Yes. Well, also -- also since -- after he moved, yes.
- Q. He moved -- you worked with him, you say, when he moved to Thousand Oaks?
 - A. Yes.
- Q. So there was another patent attorney you had before Mr. Baursfeld?
 - A. No.
 - Q. He was the first?
 - A. Yes.
- Q. Okay. So that would have been -- did he represent you while you were in Los Angeles?
 - A. Also when I was here, yes.
- Q. Okay. So let's see, you were in Los Angeles until 1975, so from '68 to 1975 Mr. Baursfeld would have

represented you and Printing Research?

Is when it started?

No, approximately '71.

Okay. How about before 1971?

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Q.

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Q.

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invention?

Α.

Q.

Yes.

Which one was that?

Yes.

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, ž. 1 ij. Į, į ŀ. 20 1980? Q.

'80 or '81, somewhere along in there.

Okay. Was that in connection with a particular

Both of them are?

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Q.

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	1	A.	Yes.
	2	Q.	All right. And when did Printing Research start
	3	making t	hat product?
	4	A.	In March of 1981.
	5	Q.	And so you were represented at that time by
	6	Mr. Mick	ey Hubbard?
	7	Α.	Yes. ·
	8	Q.	And was a patent application prepared by
	9	Mr. Hubb	ard?
	10	A.	His firm, yes.
	h 11	Q.	And did the Hubbard firm prosecute that
	12	applicat	ion?
	13	A.	They did not. I had John Baursfeld prosecute
	14	it.	
	15	Q.	Why was that, sir?
	16	Α.	I don't recall.
	17	Q.	Did Mr. Hubbard or anyone else with the Hubbard
	18	firm wor	k with you in obtaining any other patents?
•••••	19	٠A.	No.
	20	Q.	What happened to the relationship with the
	21	Hubbard	firm?
	22	A.	In what way?
	23	Q.	Well, did you leave you left took your
	24	business	elsewhere; is that what you did?
	25	3	Mhat's wight

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- A. Somewhere, yes, I believe so.
- Q. Okay. Is there any particular invention that you might recall that Mr. Griggs first handled for you as a patent attorney?
 - A. Oh, no, I have no idea.
 - Q. Okay.
 - A. There have been many, many.
- Q. At the time Mr. Griggs did start representing you, what firm was he with?
- A. I couldn't tell you. I don't know the names of his partners.
 - Q. Well, was it the Hubbard firm?
 - A. No, it wasn't.
- Q. Was it the Glaser -- Glaser, Griggs, & Schwartz

16 firm?

- A. That's what was, yeah.
- O. Okay.
- A. That's the company.
- Q. Okay. So Mr. Griggs represented you when he was with Glaser, Griggs & Schwartz?
 - A. Yes.
- Q. I think they were out at -- oh, they were out there on LBJ, weren't they?
 - A. That's correct.

- Q. At that time?
- A. Yes.

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- Q. And then after that I believe Mr. Griggs went down to Akin, Gump; is that right?
 - A. I'm not sure.
- Q. Okay. Well, do you -- did Mr. Griggs represent you when he was with the firm of Akin, Gump, as best you can recall?
 - A. I can't recall.
 - Q. Don't know?
 - A. I don't know.
- Q. Okay. Did there come a time when Mr. Griggs stopped representing you and/or Printing Research as a patent attorney?
 - A. Yes.
 - Q. And at that time did you -- you changed firms?
 - A. Yes.
 - Q. Who did you change to?
- A. I can't -- I can't recall the name of the firm.

 I'm trying to think of the attorney. I can't remember
- 21 the name of the attorney.
 - Q. . How about Sidley & Austin, does that --
- 23 A. It rings a bell.
 - Q. And particularly Mr. Gustafson or Gustafson?
 - A. Gustafson, Bill Gustafson.

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Q.	Okay.	Did	he	 after	Mr.	Griggs,	Mr.	Gustafson
represen	ted you	?						

- A. Yes. :
- Q. And I believe he was at Sidley & Austin?
- A. I don't know.
- Q. Okay. Approximately when was that, do you remember when you changed from Mr. Griggs?
 - A. I don't recall.
- Q. Okay. And after Sidley & Austin you changed to another patent attorney?
 - A. Yes.
 - Q. And who was that?
- A. I don't -- I don't recall right off. I don't recall.
- Q. Okay. At some point in time you retained Locke, Liddell & Sapp to represent you on patent matters?
 - A. Yes.
- Q. And do you recall whether or not there was an attorney or firm that represented you on patent matters between Sidley & Austin and Locke, Liddell?
 - A. No, I don't recall.
- Q. Okay. Do you think that there was another firm and you don't recall the name or you just --
 - A. I'm not sure.
 - Q. Okay. Going back to the California again, did

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the Fulwider firm represent you?

- A. Yes, that's the name.
- Q. Okay. Now, was that before Mr. Baursfeld or after?
- A. He worked for Fulwider -- Dick Fulwider, Richard Fulwider. I got to be very friendly with Dick Fulwider.
- Q. So explain to me, then, that initial -- that early representation in California, describe that for me again, then. Who was the --

MR. HARRIS: Objected to as incomprehensible, vague, and indefinite.

- Q. (By Mr. Pinkerton) Who initially represented you, then, in California?
 - A. Fulwider.
 - Q. Fulwater?
 - A. Fulwider.
 - Q. All right. That firm?
 - A. Yes.

MR. HARRIS: I'm going to volunteer that he's right, and Mr. DeMoore, I really want to volunteer I think that Mr. Pinkerton is right in the way he's pronouncing it for a change. But it doesn't matter.

- Q. (By Mr. Pinkerton) And did Mr. Fulwider -- did he actually prepare a patent application for you?
 - A. No.

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		· 1		Q.	Never did?
		2		A.	No.
		3		Q.	Mr I guess you're saying that Mr. Baursfeld
		4	was	with	that firm?
		5		A.	Yes.
		6		Q.	For a while?
	1	7		A.	Yes.
		8		Q.	And then he left?
		9		A.	That's correct.
#=- == = :		10		Q.	And set up his own firm?
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	11		A.	Yes.
ļá. IFI	1	12		Q.	And then you went with Mr. Baursfeld?
#-1		13		A.	Yes.
return rough of the second		14		Q.	So any other California firms other than those
E		15	two	that	represented you or Printing Research?
14. m		16		Α.	That's all I recall.
		17		Q.	Okay. The various patents that have been
		18,	appl	ied f	or by you and Printing Research since 1971, is
		19	it c	orrec	t that all of the patents have been assigned to
į		20	you	indiv	idually?
,	******	21		Α.	No.
		22		Q.	Which ones have not been assigned to you?
		23		Α.	I have no idea.
		24	ı	Q.	Are there patents owned by Printing Research
	;	25	that	have	not been assigned to you?

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A.	I'm	one	in '	the	same	₽.	Printi	lng	Rese	earch	is	
Howard	DeMoor	e an	d P	rint	ing	Res	earch	is	the	same.		
It's	- there	e's n	o di	isti	ncti	ion.				•		

Q. So if I understand you, then, is it correct that all of the patents that have issued since 1971 relating to inventions that were developed at Printing Research have all been assigned to you, that is to Howard DeMoore individually; is that correct?

A. No.

MR. HARRIS: Objected to as leading, misleading, and contrary to the testimony.

THE WITNESS: No, I just said they are not all in my name.

- Q. (By Mr. Pinkerton) Okay. I don't understand your testimony. You say that -- if they're issued to you and you and Printing Research are the same --
 - A. Yes.
- Q. Okay. So what does that mean in terms of the patents? Are patents issued in the name of Printing Research that are not assigned to Howard DeMoore?
 - A. How is that?
- Q. Are there any patents that you can tell me about that are issued patents that have issued in the name of Printing Research, Inc. that are not assigned to Howard DeMoore?

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1	A. Well, all of the patents that are developed and
2	whatever at Printing Research belong to Printing
3	Research.
4	Q. If they belong to Printing Research, my
5	understanding is and the patent records reflect that
6	those patents are assigned from Printing Research, then,
7	to you; is that correct or not?
8	A. Can be.
9	Q. Have been?
1.0	A. It can be. I don't know.
11	Q. Can you tell me today any patent that is issued
1'2	to Printing Research that has not been assigned to you
13	individually?
14	A. Any patent that's been issued to Printing
15	Research
16	Q. Right, that has not been assigned to Howard
17	DeMoore?
18	MR. HARRIS: You mean assigned twice? If
19	it issued to Printing Research, it would have been
20	assigned to Printing Research

reassigned to him?

MR. PINKERTON: Let me --

MR. HARRIS: -- and then it would be

MR. PINKERTON: Let me change the question.

THE WITNESS: Yes.

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MR. HARRIS: Are you representing to him you have checked the records and you have found that invariably that every one of these is assigned to him?

MR. PINKERTON: I'm not representing

anything. I'm asking him some questions.

MR. HARRIS: Well, I think you said something a minute ago about you looked and all of them are assigned to him. Is that true?

MR. PINKERTON: I don't think I said anything about me looking.

MR. HARRIS: Okay. So you are not making that representation?

MR. PINKERTON: I'm not making the representation.

· MR. HARRIS: Maybe I misunderstood you.

- Q. (By Mr. Pinkerton) And the question simply is.

 Let me -- I'm going to change the question.
 - A. All right.
- Q. Are you aware of any patents that have issued for inventions of Printing Research that are not in the name of Howard DeMoore as the S&E?

MR. HARRIS: Objected to as misleading. Companies don't make inventions.

Q. (By Mr. Pinkerton) Do you understand my question, Mr. DeMoore?

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Q. And so if it issues to you or Printing Research,
you're saying it doesn't make any difference?
A. Exactly.
Q. What is what's your arrangement with Printing
Research with respect to inventions of employees of
Printing Research and patents issued and those patents
are in your name? Do you license Printing Research to
use those inventions?

I don't know.

Objected to as a legal. MR. HARRIS: question.

Printing Research and Howard DeMoore are the same.

I don't know. THE WITNESS:

(By Mr. Pinkerton) Do you have a licensing -do you, Howard DeMoore, have a licensing arrangement with Printing Research?

As I said before, my understanding is that

MR. HARRIS: Objected to as a legal question, not distinguishing between oral, implied, and written licenses.

(By Mr. Pinkerton) Does Printing Research -excuse me. Does Howard DeMoore and Printing Research have an oral, implied, or written license agreement with Printing Research pursuant to which Printing Research can use patented inventions that are in your name?

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A.	Super	Rlue	т	know	for	SILTE.
м.	Suber	prue,	Τ.	KHOW	TOT	Sure.

- Q. Super Blue you know for sure. You know for sure what?
- A. That it's -- that Printing Research has a license.
 - Q. Printing Research has a license?
 - A. On Super Blue, I know that for sure.
 - Q. Okay. Is that a written license?
 - A. I'm sure it is.
 - Q. And --

MR. HARRIS: Listen to the questions. He asked you about oral and implied licenses also.

THE WITNESS: All right.

- Q. (By Mr. Pinkerton) Does that -- do you want to elaborate on your answer based on Mr. Harris' comments to you?
- A. No, that is the only ones I know of is on Super Blue.
- Q. Super Blue you think there is a written license agreement?
 - A. I'm sure of that.
- Q. And under that license Printing Research has a license to practice the Super Blue patent; is that right?
 - A. Yes.
 - Q. And then Printing Research pays you, Howard

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DeMoore, a royalty?

- A. Yes.
- Q. And what is that -- what is the royalty percent that is paid to you? What is the royalty structure?

MR. HARRIS: Objected to as totally irrelevant to this proceeding and having to do with a patent of many years ago. Absolutely objectionable in all ways and not apt to lead to anything that is relevant, but nevertheless you may answer the question.

THE WITNESS: The license agreement is for \$5 a net.

- Q. (By Mr. Pinkerton) And when you say a net, what does that mean?
- A. The material that goes over the cylinder base cover.
- Q. So each net or material that goes over the cylinder base cover that is sold by Printing Research --
 - A. Yes.
 - Q. -- you get a royalty of five percent?

 MR. HARRIS: He didn't say five percent.
 - Q. (By Mr. Pinkerton) I'm sorry. \$5?
 - A. Yes.
- Q. I'm sorry. So that license has been in effect from the time that patent issued until the present time?
 - A. No, no. I don't -- it wasn't until later. I

don't know when it was I got a licensing agreement with 1 2 the company. 3 Q. 4 agreement was? 5 . No, I don't. A. . Q. 6 Okay. 7 little line or something. ξ 9 MR. PINKERTON: 📮 1 d 11 drank so much coffee for a break. 12 13 finish up. 14 (By Mr. Pinkerton) effect for 10 years? 15 16; I would say so, yes. Α. 17[©] Q. 18 A. 19 20 21 22 time? 23 Yes, that's correct. Α. 24 0. 25 that license covered that whole 17-year period?

Do you remember approximately when the license MR. HARRIS: You come to the end of this Sure. MR. HARRIS: It's a good time for us that MR. PINKERTON: Yeah, let's just -- let me Has the license been in Has it been in effect for 15? I wouldn't know beyond that 10 years. At the time that patent issued are you familiar with the term of the patent? You know the patent was issued for 17 years when they were applied for about that Okay. And to the best of your knowledge has

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A.	What do	you	mean	has	it	covered	it?
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- Q. Has the royalty been paid for the entire 17-year --
 - A. Oh, no, no.
 - Q. -- period of issuance?
 - A. No.
 - O. No? So it's something less than 17?
 - A. Yes, but it hasn't been paid, yes, right.
 - Q. And the license is still in effect?
 - A. Yes.
 - Q. It will be until the patent is expired?
 - A. Yes.

MR. PINKERTON: Okay. Let's -- we'll pick up on the other ones after that.

VIDEOGRAPHER: Off the video record

10:28 a.m.

(Recess taken)

VIDEOGRAPHER: Back on the video record

10:50 a.m.

Q. (By Mr. Pinkerton) Mr. DeMoore, we got through your background and education, but I wanted to go ahead and complete that.

You said that you didn't -- you went through the 10th grade and then you went to work and you've talked about the various jobs you have had over

the years. Did you have any other formal education or 1 training in printing or any other field other than your 2 work experience? 3 4 Α. No. You never went to college? ο. 5 6 Α. No. Never took any college courses? 7 Q. 8 No. Α. Are there different groups in the United States 9 Q. that give awards to companies in the printing industry 10 11 for achievements in the printing industry? **11** 12 Α. Yes. Who are the companies or who are the groups that 13 0. Ţ **14** give those kind of awards? [] 15 One I know of is GATF, Graphic Arts Technical Α. 16 Foundation. E, 17 Okay. Any others? 0. 18 Not that I know of. Α. They give 19 Graphic Arts Technical Foundation. Q. awards for what, as far as you understand? 20 For new products. 21 Okay. During the time that Printing Research 22 Q. has been in business is it correct that Printing Research 23 has received one award from GATF? 24 25 Yes. Α.

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Q.	And	that	was	an	award	in	what	year,	do	you
recall?										

- A. It was 1985.
- Q. 1985, and what did Printing Research receive that reward for?
 - A. For Super Blue.
- Q. And that's the product that you previously described to us?
 - A. Yes.
- Q. Okay. So we are talking about the period from 1968 to the present, 32 years approximately?
 - A. Yes.
- Q. During that time Printing Research has received one award from GATF?
 - A. Yes.
- Q. Have you received awards from any other groups other than that one from GATF?
 - A. I haven't, no.
 - Q. How about Printing Research?
 - A. No, not that I know of, no.
- Q. Okay.
- 22 A. They haven't gotten any awards.
 - Q. We were talking about the licensing arrangement between you and Printing Research on the Super Blue, okay. You said that you described that arrangement.

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There is an allegation in the first amended original complaint, and we'll mark that as an exhibit, probably the best way to do it.

(Deposition Exhibit 1 marked)

MR. HARRIS: Counsel, I do have a question.

MR. PINKERTON: Yeah.

MR. HARRIS: Have you got verification that this complaint has or will be official? I have not --

MR. PINKERTON: I guess I have not.

MR. HARRIS: -- received any word back from the judge. Now, I do believe I heard you say that you didn't even think about writing a letter, you didn't really care one way or another or something like that.

MR. PINKERTON: No. I intended to write a letter and haven't had time to do it, but I am going to write a letter saying that we don't oppose the filing of this. We had previously opposed it, but we don't now.

MR. HARRIS: Okay.

MR. PINKERTON: So --

MR. HARRIS: So we can work from it.

MR. PINKERTON: Okay. Yes.

MR. HARRIS: I don't think he's going to go against the parties wishes on that matter.

MR. PINKERTON: Yeah, I would agree with

25 | that.

and --

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1	Q. (By Mr. Pinkerton) Mr. DeMoore, we have in
2	front of you a document we have marked as DeMoore
3	Exhibit 1. It's entitled first amended original
4	complaint, and let me ask you to turn to page four.
Ś	MR. HARRIS: I must take the witness on
6	voir dire.
7	MR. PINKERTON: Okay.
8	MR. HARRIS: Sir, can you see anything?
9	THE WITNESS: No, I cannot read.
10	MR. HARRIS: Can you read at all with the
11	help of glasses or large magnifying glasses?
12	THE WITNESS: No, I cannot read.
13	MR. HARRIS: Do you have what's called
14	degenerative eye disease?
15	THE WITNESS: Yes, I do.
16	MR. HARRIS: And is that a form of an eye
17	problem that as under the present technology is not
18	correctable?
19	THE WITNESS: That is correct. I have
20	retina degeneration.
21	MR. HARRIS: Retina degeneration. And so I
22	don't know how to handle it, Counsel, but he's not going
23	to be able to read any of your documents.
24	MR. PINKERTON: Okay. I appreciate that,

3 condition. 4 THE WITNESS: None more than I am. 5 MR. PINKERTON: Yeah. THE WITNESS: I can't even drive. 6 7 MR. PINKERTON: We can handle it. just read it into the record. 8 9 (By Mr. Pinkerton) In Exhibit 1, paragraph 17, 10 there is this statement, Mr. DeMoore. It says, In 11 1994 -- sorry, wrong place. Page three at the bottom of the page and 12 ≒ 13 this is at the end of paragraph 12, there's a statement, Printing Research is licensed under all of DeMoore's and 14 Rendleman's rights to the inventions represented by the 15 16 Lithoflex system and the printer/coater unit, okay. 17 license relationship that's referred to there, is that a written license? 18 19 Α. I wouldn't know. Is it an oral license? 20 Q. I wouldn't know. 21 A.

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MR. HARRIS: You'll have to tell him.

MR. PINKERTON: I'm very sorry about that

license that you know about with respect to --

You had previously talked about the one written

Is it an implied license?

I wouldn't know.

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Q. Okay. Is it your understanding that other patents that have issued and that are assigned to Howard DeMoore, assigned to you, for inventions of Printing Research, does Printing Research have a license to practice those inventions under those patents either orally or an implied basis, to the best of your knowledge?

MR. HARRIS: Counsel, I do object in that he's not an attorney. He has indicated problems in trying to handle that. I will permit him to answer on the basis that he understands.

THE WITNESS: I don't -- I don't know.

- Q. (By Mr. Pinkerton) Okay. Your testimony is to the best of your knowledge you don't know?
 - A. That's correct.
- Q. Okay. Is there anybody at Printing Research who would know?
 - A. I don't know either -- I don't know.
- Q. Okay. With respect to the license under Super Blue, can you tell us how much you're paid under that license, what the total royalties are approximately on an annual basis?

MR. HARRIS: Objected to as totally irrelevant, not apt to lead to anything relevant or

		30
	1	admissible, but nevertheless you may answer, if you can.
	2	THE WITNESS: What is the question again?
	3	Q. (By Mr. Pinkerton) What what do the payments
	4	for the Super Blue license that are made to you total
	5	approximately a year?
	6	MR. HARRIS: Same objection.
	7	Which year?
	8	THE WITNESS: Yeah, which year?
	ç	Q. (By Mr. Pinkerton) Well, you talked about
	1(you know that the license has been in effect for about 10
ĮĮ.	1	years, was your testimony?
1 de 1	1:	A. Yes.
a,4,8	1	Q. If you would like to give me the total for that
	1	10-year period, that would be fine.
# ·	1!	A. What they have paid me?
Fi.	1(Q. Yes.
Water and the state of the stat	1	A. Been paid to me.
C: L:	1	Q. Under that license?
- T	19	A. In, say, the last 10 years. I'm there again,
	20	I'm speculating. I really don't know.
	21	Q. Your best estimate, sir, is what I'm asking
	22	about.
	23	A. Again, I really don't know
	24	Q. Okay.
	25	A what to tell you.

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                Well, I would like to get your best estimate on
 2
      the record, if we could. For example, last year in 1999,
 3
      were you paid several million dollars under that license?
          Α.
                No.
                     MR. HARRIS: Same objection.
 5
                (By Mr. Pinkerton) Approximately how much do
 6
 7
      you think you were paid?
                                  Same objection.
                     MR. HARRIS:
 8
                     THE WITNESS:
                                  '99?
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                     MR. HARRIS: Wait a minute.
                                                  Do not
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11
      speculate.
                     THE WITNESS:
                                   No.
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                    MR. HARRIS: You said you would be
13
      speculating.
                    Don't speculate.
14 .
                    THE WITNESS: I don't know.
15
                    MR. HARRIS: If you don't know, don't be
16
      ashamed.
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                    THE WITNESS: Yeah.
               (By Mr. Pinkerton) Can you tell us whether or
19
          Q.
      not you were paid a million dollars or more?
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               No, I was not.
          Α.
               You can't?
22
          Q.
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                    MR. HARRIS: No, he said no, I was not.
                    THE WITNESS: No, I was not.
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               (By Mr. Pinkerton) Oh, I'm sorry. No, you were
          Q.
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not. Okay.

So approximately how much do you think you were paid?

MR. HARRIS: Can I have a running objection on this line?

MR. PINKERTON: Sure.

MR. HARRIS: Okay. Same basis.

THE WITNESS: Last year, as I recall -- I don't remember. I just don't know. I can't tell you. You are asking me a question I can't answer.

- Q. (By Mr. Pinkerton) Well, now, I'm not asking for a -- I'm not trying to pin you down on the exact amount, but can you tell us, was it more than \$500,000 and less than a million?
 - A. Less than -- less than a half a million.
 - Q. Less than a half a million?
 - A. Yes.
 - Q. How much less?
 - A. I don't know. I keep telling you, I don't know.
- Q. I'm not -- I'm just trying to get your best approximation of it. Your best approximation is somewhere less than a half a million?
 - A. Yes.
- Q. Okay. Was that a low compared to previous years, the royalties that you got in 1999?

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	A.	I	wasn	't	 you	re	talking	about	what	I	was	paid
last	vear	?										

- Q. Yes, sir.
- Α. Is this what we are talking about?
- Q. If you want to talk about accrued and not paid, that's something else, but I'm trying to figure how much royalty were you paid for the license under the Super Blue patent by Printing Research?
 - I really don't know.
- Q. Okay. Over the 10-year period is it correct -is it reasonable to say that you were paid \$5 million for the license or more than \$5 million?

MR. HARRIS: Objected to on the same basis. Can I keep it running here?

> MR. PINKERTON: Sure.

MR. HARRIS: Long as you're on this topic. MR. PINKERTON: Let me withdraw the

question.

Q. (By Mr. Pinkerton) If you could, you said that you know that the license has been in effect for 10 Can you tell me approximately how much in royalty income you have received pursuant to that license over the 10-year period?

MR. HARRIS: That's been asked and not answered.

know.

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THE WITNESS: I can't tell you. I don't

- Q. (By Mr. Pinkerton) Can you give me your best approximation, sir?
 - A. I don't know. What more can I tell you?
 - Q. Have you had any income other than that?
 - A. Yes.
 - Q. From what?
 - A. Rental properties.

MR. HARRIS: I object if we are going to go into his personal side ventures or anything like that, and I will instruct him not to answer if we get out of completely to bounds into personal things.

MR. PINKERTON: Well, his royalty income is personal --

MR. HARRIS: We're not talking about royalty. You asked him did he get income from anywhere else, okay. He said he got a rental income. Now, if that's rental income on Super Blue or something like that, well, it's still not relevant, but I would not get upset about it. But you just can't ask him about what he -- what his other business ventures are unless you can let me know why.

Q. (By Mr. Pinkerton) The royalty income that you receive, is it greater than the income that you receive

	63
1	from rental property?
2	A. I
3	Q. On an annual basis?
4	A. Well, I mean, from my other enterprises?
5	Q. Yes, sir.
6	MR. HARRIS: I object on the same basis,
7	but I will permit that.
8	THE WITNESS: I think my other enterprises
9	last year did better.
10	Q. (By Mr. Pinkerton) Last year they did better,
11	1999?
12	A. Yes.
13	Q. How about for the previous nine years before
14	that?
15	A. There again, you know, I'm speculating.
16	Q. Okay. We've asked for the records from Printing
17	Research in that regard and that will give us the exact
18	amounts. Again, you can't give a reasonable estimate
19	today as you sit here?
20	A. No.
21	Q. Do you have an accountant that you use?
22	A. Yes.
23	Q. Is this the same accountant that Printing
24	Research uses?

A.

Yes.

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Q. And who is that?

A. Ernst & Young.

Q. And who at Ernst & Young do you use?

A. Tim Larson.

Q. Is he here in Dallas?

A. Yes.

Q. Okay. Mr. DeMoore, we have talked about the various patent lawyers that have represented you, and let me focus now on the period, let's say starting in 1990 up to -- '90 through '95, okay. And as I understand it during that time frame you would have been represented by Mr. Griggs either at the Glaser, Griggs firm or Akin, Gump; is that correct?

A. Yes, I believe so. .

Q. Okay. Did Mr. Griggs periodically bring to your attention patents that issued in the printing industry?

A. I don't understand the question.

Q. As patents issue from time to time?

A. What?

Q. As -- I'm sorry, I'm rephrasing it for you.

A. All right.

Q. As patents issue from time to time, information is published about those patents, are you aware of that?

A. Information is --

MR. HARRIS: Objected to as vague.

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		THE	WITNESS:	I	don't	quite	understand	what
you're	saying.							

- (By Mr. Pinkerton) Have you ever heard of the Q. Patent Gazette?
 - Α. Yes.
- And do you know that their information is Q. published about recently issued patents?
 - I know of it, but I don't know.
- You know that information is published about recently issued patents in the official Patent Gazette, correct?
 - A. I don't really know that.
 - Has -- strike that. Q.

Did you request Mr. Griggs to advise you of patents that issued in the printing field during the time that he represented you?

- I don't recall that.
- Q. Did Mr. Griggs at times provide you copies of patents that issued from time to time that related to the printing industry?
 - Α. I don't recall.
- Your testimony is that one of the services --Q. let me rephrase that. You did not request Mr. Griggs during the time from 1990 through let's say 1995 to perform the service of informing you about patents that

1 issued in the printing industry? I don't know. I don't recall. 2 A. You might have or you might not have? 3 Right, I don't recall. Α. 5 Q. Okay. MR. PINKERTON: Let's mark the -- as 6 Exhibit 2 U.S. patent 5,630,363. 7 (Deposition Exhibit 2 marked) 8 MR. SWEENEY: We have a copy. 9 MR. HARRIS: Your copy, which is not really 11 helpful. THE WITNESS: Certainly isn't. 112 13 (By Mr. Pinkerton) Before I ask about the Q. 14 patent, Mr. DeMoore, when did you begin or when did you 15 initially get this problem so that you couldn't see or 16 read printed materials? 17 It's been ongoing for many years. À. 18 When do you recall that it got to the point, Q. just let's say what year, when you could not read? 19 Approximately about two years ago. A. 20 21 Okay. So 1998? 0. Yes, or '97, somewhere -- yes. 22 A. Okay. Prior to that time you could read? 23 Q. 24 Α. Yes. 25 Well, what I have in front of you now is Q. Okay.

the -- what we call the 363 patent. It's the patent that issued to Williamson Printing Corporation designating Bill Davis and Jesse Williamson as inventors, and that's the subject of this lawsuit. You know that, don't you?

A. Yes.

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- Q. Okay. Prior to the time that -- well, this patent was issued May 20th, 1997. Before the time that you had the problem with reading, did you have the opportunity to read this patent?
 - A. Never knew it existed.
 - Q. Until when?
 - A. Until '90 -- probably '98, first of '98.
 - Q. Have you ever read the patent?
 - A. No.
 - Q. Has it been read to you?
 - A. Not really, no.
 - Q. Have parts of it been read to you?
 - A. Yes.
- Q. And when were parts of it read to you, as best you can recall?
- A. Yesterday.
- Q. How about before that?
- A. I don't recall just when, but parts of it have been read to me.
 - Q. Okay. You were present during the deposition of

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Mr. Garner, were you not?

- A. Yes.
- Q. Mr. Garner testified that he learned about the 363 patent in late 1997 or early 1998. Do you recall that testimony?
 - A. Yes, I do.
- Q. Did you learn of the 363 patent at about that same time, late '97, early '98?
 - A. I learned it from him.
 - Q. You learned it from him?
 - A. Yes.
 - Q. Okay. At about that time?
 - A. Yes.
 - Q. Okay. What were the circumstances?
- A. Well, Steve -- Mr. Garner was attempting to sell our Lithoflex printer/coater to Hallmark greeting cards and Hallmark greeting cards threw back at us or to Steve Garner the 363 patent and told us that we couldn't -- they wouldn't do any business with us.
- Q. Now, you didn't personally have any dealings with Hallmark, did you?
 - A. No.
- Q. The dealings with Hallmark were conducted by
- 24 whom?
 - A. Steve Garner.

- A. I think Steve -- to my knowledge Steve Garner.
- Q. Okay. So it was Mr. Garner then that told you about the patent for the first time; is that what you are saying?
 - A. That is correct.
- Q. Okay. Do you have an understanding as to what the patent covers, what the invention is that is covered by the patent?

MR. HARRÍS: Objected to and asking a layman to give a legal answer and this person has previously testified, this witness, that he didn't know patent law and you have established he didn't even go to college, but while certainly not an ignoramus, none of us that have not studied patent law easily understand these patents, and so he cannot answer your question with any meaning. Now, if he wants to speculate that's his business.

THE WITNESS: I am not going to speculate because I don't know.

MR. HARRIS: What he knows he has heard from counsel.

MR. PINKERTON: That's fine. Whatever he wants to rely on, he can rely on.

Q. (By Mr. Pinkerton) But our client here has been

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sued, Mr. DeMoore, claiming that you and/or Mr. Rendleman and possibly Mr. Williamson and Mr. Davis, depending on which pleading you read, are the inventors of the subject matter of this patent. Now, when you made a claim that you were the inventor of the subject matter of that patent, what was that based on?

MR. HARRIS: Objected to on the same basis and it's attorney-client privilege if he goes into any of the details.

MR. PINKERTON: Do you --

MR. HARRIS: He consulted with counsel on this matter.

- Q. (By Mr. Pinkerton) Do you have any understanding about whether or not the 363 patent claims a method of printing?
 - A. I don't know.
- Q. Do you know if it claims a printing press that is capable of performing a method of printing?
 - A. I don't know that either.

MR. HARRIS: Objected to again on the same basis. Everything he knows about it comes from counsel.

MR. PINKERTON: Okay. Well, the fact that it comes from counsel doesn't make it something that I can't ask about, Mr. Harris.

MR. HARRIS: Well, you can ask about it,

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but he doesn't have to answer it because it's privileged.

MR. PINKERTON: Well, regardless of whether

it came from counsel or someone else or Mr. Garner, or

anybody --

MR. HARRIS: Facts you can ask for.

MR. PINKERTON: And the facts are -
MR. HARRIS: When they're facts.

Q. (By Mr. Pinkerton) And the facts are what do you understand, what is your understanding of what the 363 -- what invention is covered by the 363 patent?

MR. HARRIS: The way you worded it, that's not a fact. Objected to as attorney-client information.

MR. PINKERTON: You can answer that question, Mr. DeMoore.

MR. HARRIS: No, you can't, either, I instruct you not to answer it.

Q. (By Mr. Pinkerton) What do you believe the patent is about?

MR. HARRIS: You may answer that question.
THE WITNESS: It's a process.

- Q. (By Mr. Pinkerton) What kind of a process?
- A. A process where you print flexo on one unit and then you print litho downstream.
- Q. So you combined flexo upstream and then litho downstream in a continuous inline process, do you

1	understand that?
2	A. Yes.
3	Q. Okay. And can we refer to that in this
4	deposition as the flexo/litho process?
5	MR. HARRIS: I thought we were were we
6	calling it that or Lithoflex before.
7	MR. PINKERTON: No, flexo/litho. Flexo is
8	first.
•	MR. HARRIS: I see your logic.
1 (Q. (By Mr. Pinkerton) If I refer to that as the
1	flexo/litho process, we'll know that that's the process
1	that we're discussing in the patent; is that fair with
1	you?
14	MR. HARRIS: What it's about was what
15	you
16	MR. PINKERTON: What it's about.
17	MR. HARRIS: asked about. That's what
18	he testified to.
19	MR. PINKERTON: What it's about. What that
20	patent is about.
21	Q. (By Mr. Pinkerton) Is that okay with you?
22	A. I can see no reason why it shouldn't be all
23	right.
24	Q. Okay. We might also call it I might say that
25	the method that the 363 patent is about, and then we'll

1	know we're talking about that method.
2	MR. HARRIS: That's all right.
3	Q. (By Mr. Pinkerton) Is that okay?
4	A. All right.
5	Q. All right.
6	MR. PINKERTON: Let's mark a few documents
7	here.
8	(Deposition Exhibits 3-4 marked)
9	MR. PINKERTON: For the record we have
10	marked plaintiff's response to first set of
11	interrogatories as Exhibit 3 and a letter dated
12	February 2, 2000 as Exhibit 4, and it's PRI00528 and 529.
13	Q. (By Mr. Pinkerton) Mr. DeMoore, have you ever
14	heard of the WIMS process, W-I-M-S?
15	A. Yes.
16	Q. When did you first hear of the WIMS process?
17	A. After this somewhere into this lawsuit.
18	Q. Well, this lawsuit was filed in 1999, I believe;
19	is that correct?
20	MR. HARRIS: Would you repeat that, please.
21	Q. (By Mr. Pinkerton) May the 20th of 1999.
22	MR. HARRIS: I didn't hear it. I'm sorry.
23	I shouldn't have wandered away, I guess. Would you read

(Requested text read)

that back?

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	1	MR. HARRIS: I believe so, too.
	2	MR. PINKERTON: He said that he had heard
	3	of the WIMS process after the lawsuit was filed and I'm
	4	just for the record, the lawsuit was filed on May 20,
	5	1999.
	6	MR. HARRIS: Let me have one minute to tell
	7	my secretary something.
		MR. PINKERTOŇ: Okay.
	•	VIDEOGRAPHER: Off the record, 11:23 a.m.
27; <u>1</u>	1	(Recess taken)
	1	VIDEOGRAPHER: Back on the video record,
	12	11:26 a.m.
ā - *	13	Q. (By Mr. Pinkerton) Mr. DeMoore, I was asking
	14	you about the WIMS patent and the WIMS process. Once
<u>.</u>	15	again, just tell me when is the first time that you
#	16	learned about the WIMS process?
: : :: :	17	A. I'm not sure. I'm not sure. I really couldn't
11 11 11 11 11 11 11 11 11 11 11 11 11	18	put a time on it.
e ² s	19	Q. Can you give us any time at all, your best
	20	estimate?
	21	A. It was after '97.
	22	Q. And why do you say that?
	23	A. Because I never heard of it before then.
	24	Q. Never heard of it prior to 1997?
	25	A. No.

are confused.

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with you.

referring to, but --

wasn't on that basis.

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Q.

A.

3	Q. Now, when you say this, are you talking about
4	the 363 patent?
5	A. Yes.
6 .	MR. HARRIS: Sir, I think you are confused
7	THE WITNESS: Oh, okay.
8	MR. PINKERTON: Yeah, let me
9	MR. HARRIS: Would you just go back over
10	it. You don't want the confusion on the record either.
11	Q. (By Mr. Pinkerton) There have been discussions
12	in the lawsuit about WIMS-I and WIMS-II. WIMS-II
13	MR. HARRIS: I would like to make it clear
14	that we don't discuss WIMS-II on my side of this case.
15	You can if you like.
1,6	MR. PINKERTON: Well, there were there
17	was deposition testimony been lots of deposition
18	testimony about WIMS-II.
19	MR. HARRIS: That's true. I don't quarrel

What is it in your mind that cues you to 1997?

Because that was when I first learned of this.

let me finish. I think that's what the witness was

MR. PINKERTON: And I think that's what --

MR. HARRIS: I think he was, too, but he

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- Q. (By Mr. Pinkerton) I am talking about the original WIMS process of Williamson Printing, the Williamson Integrated Metallic System, pursuant to which metallic inks were printed on a lithographic press integrated into the four-color process.
- A. I can't -- I won't speculate. I really -- I don't know when.
- Q. Don't know when. You learned about it some time?
 - A. Yes.
 - Q. From who?
 - A. Steve Garner.
- Q. And is there anything in your mind that might key you to a specific time that you learned about it from Mr. Garner?
- A. As I stated before, I think it was from him and it was after we discovered this patent.
- Q. So it was after you found out about the 363 patent?
 - A. Yes.
- Q. Then you learned about the original WIMS process?

MR. HARRIS: Objected to as mischaracterizing. I don't know what the original WIMS process is. That is not a work of art.

MR. PINKERTON: Well, we've talked about it on the record and it is in the record, the Williamson Integrated Metallic System is what we talked about.

MR. HARRIS: He thought you were talking about the 363 for a while.

MR. PINKERTON: I don't think so, Counsel. I think he was clear on that.

- Q. (By Mr. Pinkerton) Do you want to correct anything, Mr. DeMoore? Is there anything that I misstated?
- A. I said I believe it was after we discovered this 363 patent that we -- that I learned of this, the WIMS process.
- Q. Okay. In Exhibit 3, plaintiff's responses -these are some answers to interrogatories provided by
 your attorneys, Mr. DeMoore, and the document is there
 and I know you can't read it or I understand you cannot
 read it --

MR. HARRIS: Subscribed to by Dave Douglas of your company.

- Q. (By Mr. Pinkerton) Right. Subscribed to, sworn to by Dave Douglas?
 - A. Yes.
- Q. And it was sworn to before your secretary, Ms. Linda Nottingham?

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A. Uh-huh.

Q. On the 19th of April of 2000. This is in response to interrogatory that says, state all of the details and facts -- state in detail all of the facts and circumstances that you believe support your claim that DeMoore is the sole inventor of the claimed invention of the 363 patent, including but not limited to the date on which and place where DeMoore first conceived such invention. Identify all persons known to you having knowledge of such facts and circumstances, including the facts and circumstances known to each and such persons.

In the response it says the following on page five, by on or about December 31, 1994 and perhaps earlier, Howard DeMoore had conceived of the invention. Prior to this between about October 24, 1994 and November 24, 1994, Howard DeMoore asked PRI employee, Ron Rendleman, if he could make a flexo coater work between towers one and two on our in-house Heidelberg press.

My question to you is this: Is the statement correct that between October 25, 1994 and November 25, 1994 you asked Ron Rendleman if he could make a flexo coater work between towers one and two on your in-house Heidelberg press?

- A. You asked me December or October?
- Q. October 1994 -- it says between October 24, '94

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- A. That's not correct.
- Q. And that is not a correct statement?
- A. Well, that's right.
- Q. Okay.

MR. HARRIS: Is that your question?

THE WITNESS: That's what I said. That's right. That's my answer.

Q. (By Mr. Pinkerton) Okay. This was sworn to by Mr. Dave Douglas as being true and correct on April the 19th of 2000. Can you tell us why -- no, strike that.

Did you review this answer before it was

filed?

- A. No.
- Q. Was this read to you before this time?
- A. No.
- Q. Why is it that you think that that date is incorrect?
 - A. Because I know it was in the summertime.
 - Q. And what was in the summertime?
- A. When I asked Ron Rendleman to design the Lithoflex printer/coater.
- Q. What is it that would cause you to say that this statement made by your attorneys and sworn to by Mr. Dave Douglas with respect to the dates of between October 25

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and November 25 is incorrect and you say it happened in the summertime?

- A. Correct.
- Q. What leads you to change this sworn statement?
- A. Well, firstly, Dave Douglas was never informed of this -- of our -- of my discovery or he never was told.
 - Q. He was never told when?
 - A. About the Lithoflex.
- Q. And what period of time are you talking about now?
- A. Until he -- I doubt he knew about it in October -- first learned about it.
- Q. Mr. Dave Douglas first learned about it in October?
 - A. Yes.
 - Q. Of '94?
 - A. Yes.
- Q. Have there been some documents that have been discovered or discussions with someone that cause you to believe that you first asked Mr. Rendleman to make a flexo coater work between towers one and two in the summer as opposed to October -- as opposed to between October and November?
 - A. That's correct.

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Q. And what is that, sir	?
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- A. A meeting I had with Dennis Griggs, John Bird, Howard Secor, Ron Rendleman, and of course Dennis Griggs.
- Q. And when did this meeting come to your attention?
 - A. When did it come to my attention?
- Q. In other words, these interrogatories were answered back in April of this year.
 - A. I was in Hawaii.
 - Q. You were in Hawaii at that time?
- A. That's correct, I knew nothing about them.

 John --
- Q. When did you first find out that these answers had been sworn to by Mr. Douglas saying that you had the conversation with Mr. Rendleman between October 25 and November 25?
 - A. Yesterday.
- Q. And you talked with your attorneys about that?

 MR. HARRIS: Just a minute. Be careful
 that you do not reveal the discussions between you and
 your attorneys. You can answer whether you talked to
 them about it or not.

THE WITNESS: Yes, we --

- Q. (By Mr. Pinkerton) You discussed that?
- A. Yes.

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- Q. Okay. The date -- you say that you think that you had this discussion earlier with Mr. Rendleman in the summertime; is that right?
 - A. That's correct.
- Q. Okay. Is there any documentation to verify that?
 - A. Yes.
 - O. What are those?
 - A. Billings of Dennis Griggs.
- Q. Billings with Dennis Griggs. Well, we were produced some billings yesterday at the time we were preparing for this deposition, and I have those with me. So let's take just a second and we'll get those and mark those.

(Deposition Exhibit 5-7 marked) .

Q. (By Mr. Pinkerton) For the record we have marked as Exhibit 5 a group of documents produced by Printing Research yesterday and they are production numbers PRI01641 through 01667.

Exhibit 6 is PRI01668 through 01685, and Exhibit 7 is PRI01686 through 01702.

Mr. DeMoore, these documents start off with a check. It's a check paid to Mr. Griggs -- strike that.

It's a check payable to Glaser, Griggs & Schwartz at 5430 LBJ Freeway. That's out there on LBJ

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- A. Yes.
- The first one is dated July 8, '94, and then attached to it is a statement dated July 5, 1994 for many different items for Printing Research, and he references a docket number for each different patent item. familiar with that docket number system that Mr. Griggs used?
 - No. Α.
- Well, it's a system that's commonly used where a patent application will be assigned a number and the number for the patent application starts with a B. So the first one here, for example, is B5539KR. And I think it was common and I think I can represent this, that --

MR. HARRIS: Well, I think it originated some place.

MR. PINKERTON: I do, too. It originated at a place where we have at all been.

MR. HARRIS: No, you never were at Richards and Harris.

> MR. PINKERTON: Okay. It goes back there.

MR. HARRIS: You never where there. When Hubbard left he followed the same schemes.

> MR. PINKERTON: Okay.

Q. (By Mr. Pinkerton) So it's a scheme for a given

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patent matter, a number would be assigned to it, and then when there were foreign cases, then those foreign applications would just have the designation for the foreign country attached to the number. Does that help your recollection about this attorney docket scheme that was used?

- A. No, it doesn't. I don't know a thing about it.
- Q. Okay. Well, there is the docket number and then there is a title for the matter and then there is a description of services, and last but not least a total dollar amount for the services rendered?
 - A. Yes.
 - Q. You can imagine that that would be on there?
 - A. Uh-huh.
- Q. And then there's a total, of course, for the statement.

Now, we have been produced these for the same documents in Exhibit 6 relate to services performed by Mr. Griggs and what says billed through 8-3-94. So essentially services performed in July of '94, and then Exhibit 7 is for services performed -- it says billed through September 7, '94, which would basically take up August of '94.

Do you recall which documents out of this group, June, July or August were documents that would

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cause you to believe that that date that Mr. Douglas gave was incorrect?

- A. Yes.
- And what is that? Q.
- The July billing. A.
 - 0. The July billing?
 - Yes. Α.
 - And what particular item in the July billing? Q.
 - We were discussing dryers, as I recall. Α.
- Okay. Would there be a patent application Q. relating to dryers that you would have been discussing?
 - Best of my recollection.
- Okay. Well, there are a number of entries here Q. for infrared hot air dryer and extractor.

MR. PINKERTON: Counsel, if you know which item we are looking at and want to provide that, that would be nice.

> Try to help, you mean? MR. HARRIS:

Yes. MR. PINKERTON:

MR. HARRIS: I may be able to do that if you give me just a second.

(Videotape change)

VIDEOGRAPHER: Back on the record, 11:48,

tape two.

MR. HARRIS: Mr. Pinkerton, in response to

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steering us some place to talk about with the witness, and since he really isn't in a position to do it, I'll try to do that myself.

> MR. PINKERTON: Okay.

MR. SWEENEY: Not under oath.

MR. HARRIS: Yes, I'm an officer of the PRI01672 and PRI01673 all in what's been marked Exhibit 6.

> MR. PINKERTON: Okay.

MR. HARRIS: That starts off at the top with case B5841 infrared hot air dryer and extractor and it then has quite a bit of narrative where it talks about office conference and mentions Rendleman and has a charge, and then it comes to another entry on that 7 and 7-94 date, which is the infrared hot air date, and that's coating apparatus for sheet fed offset rotary printing presses, B5716KR, and then it has some detail there.

And on that I'm a little uncertain on my dating here, but prosecution of Korean patent application comes up next, and it has a designation of 7 and 14-94, which I'm a little uncertain of, but let's keep going.

Next we come to B5900 at the very bottom the caption name is offset lithography utilizing aqueous ink, offset lithography utilizing aqueous ink.

Then flip the page for detail and under 7

and 7-94 corresponding to that item, the B5900, we get
office conference with Mr. Howard DeMoore and Mr. John
Bird, comprehensive review of specification, claims and
drawings, office conference with professional
illustrator. That's the first entry on that page. There
are several other, but 7 and 7-94 is ends with that.
And there is that 7-14 intervening date.

So we've got 7 and 7, 7 and 14, and then back to 7 and 7. And it's my belief from discussing this in more recent times with Mr. DeMoore that this is what he's talking about. But that's just my belief.

Q. (By Mr. Pinkerton) Okay. Mr. DeMoore, let me ask you. There is a reference here on page three of Mr. Griggs' statement -- actually Glaser, Griggs & Schwartz's statement, document number 1672, and it relates to a file called B5841 infrared hot air dryer and extractor, and it references the date of 7-7-94 and it says the following: Prosecution of U.S. patent application serial number 081167-11, office conference at Printing Research with Mr. Ron Rendleman, review engineering drawings, review prototype test report, consultation regarding actual reduction of practice.

Now, does that in your mind relate at all to the flexo printer/coater that you discussed with Mr. DeMoore -- excuse me, with Mr. Rendleman?

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I don't know what Dennis Griggs was referring to Α. for sure.

There is another entry on -- at the 0. bottom of the page, which is B5900 offset lithography utilizing aqueous ink, and then on the next page 01673 we have the date of 7-7-94 and the following description of services, office conference with Howard DeMoore and John Bird, comprehensive review of specification claims and drawings, office conference with professional illustrator regarding revision to patent drawings.

Does that entry pertain to any discussion you had concerning the flexo printer/coater?

- How is that again?
- My question? Q.
- Yes. Α.
- Does that entry of Mr. Griggs' pertain, Okav. 0. as best you know, to any discussion you had with Mr. Rendleman about the flexo printer/coater?
 - That particular reference? Α.
- Yes, sir. 0.
 - I wouldn't know. A.
 - And why wouldn't you know? Q.
 - I don't know what Griggs was thinking about.
- Well, my understanding from your testimony was
- that it was these bills from Mr. Griggs? 25

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- Q. That caused you to believe that the dates in the answers to interrogatories were incorrect and that a meeting happened in July -- on July -- or in the summer of '94?
 - A. That's correct.
- Q. Okay. And do you believe that that meeting happened on July the 7th of '94?
 - A. Yes.
 - Q. And why is that?
- A. Dennis Griggs, he's firm, and that is the date that I disclose or come up with the idea and then I asked Ron Rendleman, do you think you can put that coating head between printing units, and that was the meeting where this transpired.
 - Q. Okay. Now, once again, who was in that meeting?
- A. John Bird, Dennis Griggs, Howard Secor, Ron Rendleman, and myself.
 - Q. Okay. Where was the meeting?
 - A. In my office.
 - Q. At Printing Research?
- A. Yes.
- Q. And the exact date, do you recall the date or you're relying on Mr. Griggs saying that's the date?
 - A. I'm relying on Mr. Griggs.

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                             MR. PINKERTON: Yeah, let me try one more
         1
              time.
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                             THE WITNESS: You're off of it.
         3
                             THE WITNESS:
                                            Okay.
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                             MR. HARRIS: Listen to him --
         5 -
                             THE WITNESS: Okay.
         6
                        (By Mr. Pinkerton) Let me go back -- I'm trying
         7
              to go back now to this date.
         8
                             MR. HARRIS: Let me say one more thing.
         9
              You're thinking about another meeting that you just
        10
                          He's trying to take you back to the 7th of
        11
              testified.
        12
              July.
The street of the street
                             THE WITNESS: Oh, you're -- oh, okay.
       13
                             MR. HARRIS: You're somewhere else.
       14
                             THE WITNESS: Yeah, I'm somewhere else,
H
       15
fr:
              okay. Be specific, then, please.
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       17
                  Q.
                        (By Mr. Pinkerton) I'm sorry. I'm going back
              to 1994.
       18
       19
                  A.
                       Oh, okay. Good. All right.
                       July of 1994.
       20
                  Q.
                       All right.
       21
                  A.
       22
                       As you and Mr. Griggs have pinpointed it.
                  Q.
       23
                  Α.
                       Yes.
                       July the 7th of 1994?
       24
                  Q.
       25
                       Yes.
                  Α.
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Q. In this meeting, how was it that this meeting came about? Did you ask for the meeting? Did Mr. Rendleman ask for it? Did Mr. Griggs ask for it? What was the purpose of it? Who asked for it?

- A. I couldn't tell you. I don't know.
- Q. You don't recall?
- A. No.
- Q. Okay. At the meeting did you have a conversation -- did you disclose some information to Mr. Griggs?
 - A. Yes.
 - Q. What did you tell Mr. Griggs?
- A. I disclosed to him the fact that, as I said prior, I had asked Ron Rendleman, Ron, do you think you can get a coater head on our first printing unit of our press.
- Q. And was it at that meeting that you first discussed that with Mr. Rendleman?
 - A. That is correct.
- Q. Okay. At that time did Mr. Rendleman have any drawings that were discussed?
 - A. No.
 - Q. No drawings?
 - A. Nothing, no.
 - MR. HARRIS: No drawings about this subject

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THE WITNESS: Not this subject.

- Q. (By Mr. Pinkerton) Yeah, no drawings about the flexo printer/coater?
 - A. No.

MR. HARRIS: Obviously other things were happening at this meeting, too, from the bill.

THE WITNESS: Yes, that's correct.

- Q. (By Mr. Pinkerton) So this was not the main purpose of the meeting?
 - A. No.
- Q. What was the main purpose of the meeting, as you recall?
 - A. To discuss the matters that he came to discuss.
 - Q. Do you recall what those were?
- A. Well, the dryer and the flexo thing or whatever it was.
- Q. Did you at that time in that meeting, if it happened on July the 7th, 1994, did you describe a method of printing to Mr. Griggs or anyone else at the meeting?
 - A. Yes.
 - Q. All right. Tell me what you told Mr. Griggs.
 - A. I told him that we could do this in one pass.
- Q. And when you say you could do this, what are you saying you could do?

A. Well, normally what's been happening was they would put flexo down, like on the last -- on the coating unit, and then after they printed the gold or whatever it was on the first printing -- on the coater unit, then let it dry and then run it back through the press and over print it.

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This way with this -- with my idea was you do it in one pass, you print the gold first down or whatever color you wanted, silver, opaque, white, and -- because we already had the -- we had infrared dryers, we had UV, we had everything. It was natural for us. We had the coating head. We are a research company, and that's what we do, develop new products, and we had everything.

So when I came up with this idea I said, this is perfect. I said, we've got everything. Now if you could get me -- put that head between printing units, we've got something. And so I commissioned Ron at that time to come up with some design to get between printing units with our flexo head, which we already had designed.

- Q. And the flexo head was which one you are talking about? When you say you had a flexo head, was that the EZB?
 - A. Yes.
 - .Q. Okay. And that was the end of press head?

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A.

2	Q. Had an anilox roller?
3	A. Yes.
4	Q. Right?
Š ,	A. Yes.
6	Q. So you had that and then you asked Ron to design
7	something that would go between the first you only had
8	two units on that press, right?
9	A. That's correct.
10 :	Q. And you said design something to go between
11	them?
12	A. Yes.
13	Q. Okay. Now, prior to this time had you had a
14	request from any customer to do this?
15	A. No, never.
16	Q. You hadn't talked to any customer about doing
17	it?
18	A. Never. Nobody. At no time.
19	Q. What was your thought about the need in the
20	industry for this?

That's correct, yes.

tremendous idea.

took two passes before, we could do it in one.

very encouraged and so was everybody in the room.

Bird, everybody was encouraged, thought it was a

I thought it was very good to do something that

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- Q. Are there any notes taken by anybody at that meeting, to your knowledge, Mr. DeMoore?
 - A. Only Dennis Griggs.
 - Q. Dennis Griggs?
 - A. That I know of.
 - Q. Dennis Griggs has some notes?
 - A. I don't know. I say if any were taken.
- Q. Okay. You're saying if anybody did take notes it to your knowledge would have been Mr. Griggs?
- A. Yeah, possibly some other people, but I don't know that they did. I don't recall.

MR. HARRIS: Let me volunteer that I have not been able to locate any and I have made some reasonable effort at this point.

MR. PINKERTON: Okay.

MR. HARRIS: Mr. Pinkerton, I would add one thing to that to be sure I don't mislead you. I believe Mr. Griggs thinks he probably had some notes along in there, but he can't find anything and I can't find anything. Akin, Gump can't find anything, and so on.

Q. (By Mr. Pinkerton) So, Mr. DeMoore, at any time did you write down on paper a description of the printing method that you were just talking about at the meeting? Did you at any time write down a description of this process?

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never --

A.

No.

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1	A. No.
2	Q. You didn't do that in 1994?
3	A. No.
4	Q. You didn't do it in 1995?
5	MR. HARRIS: Are you referring to him
6	personally?
7	MR. PINKERTON: Yes, him personally writing
8	down a description of the printing process using the
9	flexo printer/coater as you have described it.
10	Q. (By Mr. Pinkerton) Have you ever written a
11	description of that?
12	A. As I described it, no, I did not.
13	Q. Okay. That's all I'm asking you.
14	A. Yeah. No, I did not.
15	Q. You didn't make a writing and you haven't
16	made you've never made a writing describing the
17	process to date? (
18	A. I left that to Ron Rendleman.
19	Q. Okay. But I'm asking you personally?
20	A. No, I did not.
21	Q. Okay. So if I understand you
22	A Vec.

-- with respect to the printing process, you

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1	Q made any type of writing describing that
2	process?
3	A. No, that's correct.
4	Q. Okay. Now, you left what to Mr. Rendleman?
5	A. The design.
6	Q. To design the equipment?
7	A. Yes.
€.	Q. Okay. And
5	MR. HARRIS: John, make an end to it.
10	MR. PINKERTON: Excuse me.
11	MR. HARRIS: I'm about to starve to death.
12	Make an end to it.
13	MR. PINKERTON: Okay. Well, we're
13	MR. HARRIS: You can go on five minutes or
E 1.6	ten if you want to, but make an end to it pretty quick.
16	MR. PINKERTON: Sure.
17	Q. (By Mr. Pinkerton) To the best of your
18	knowledge did anybody make a written description of a
19	printing method using that flexo coater that you wanted
. 20	Mr. Rendleman to design?
21	A. At that meeting?
22	Q. Either at that meeting or subsequent thereto?
23	A. Ron Rendleman made drawings.
24	Q. And I'm talking other than drawings now. I'm
25	not talking about drawings of equipment. I'm talking

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about any type of writing about a description of a printing process?

- A. Not that I know of.
- Q. And in fact, as I understood Mr. Garner's testimony there was a search for any documents that might describe a printing method that were -- that was conducted at Printing Research; isn't that correct?
 - A. Not that I know of.
 - Q. You didn't know that, okay.

Have you looked for documents describing a printing process that you might have written or Mr. Bird or Mr. Rendleman in the 1994 or 1995 time frame?

- A. A process?
- Q. Describing the printing process that you just talked about discussing at the meeting. All I'm asking about is was there ever a written description of it that was prepared by you or anybody else at Printing Research?

MR. HARRIS: Do you mean to include the legends on drawings?

MR. PINKERTON: No, I'm just talking about the printing method. That's what I'm talking about.

MR. HARRIS: If the legends lead to the process?

MR. PINKERTON: No, I'm talking about the printing process itself.

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- Q. (By Mr. Pinkerton) Is there any written description of that?
- A. Printing process? We were -- not that I know of.
- Q. No written descriptions that you know of; is that correct?
- A. Only of -- no, I don't know of any written description of the process.
 - Q. The printing process?
- A. But there was certainly drawings. We had drawings.
- Q. Okay. Now, you have drawings that were prepared -- who did the drawings?
 - A. Ron Rendleman.
- Q. Okay. And you said that you had the printing -- or excuse me. You had the coating head, which is the head that carried the anilox roller; is that correct?
 - A. That's correct.
- Q. And is that the way you refer to that, the coating head?
 - A. Yes.
- Q. Okay. So Mr. Rendleman's task, then, would be to, as I understand it, design some way to bring the coating head into in engagement with either a plate or blanket cylinder and retract it out of engagement; is

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that correct?

A. Yes.

MR. HARRIS: You mean that to be, sir, a be a representation of the total job he had to do?

MR. PINKERTON: I'm asking Mr. DeMoore if that's what -- if that's what he had to do.

Q. (By Mr. Pinkerton) . Is that correct?

MR. HARRIS: Of course that's not right.

MR. PINKERTON: Counsel, if you want to testify, we'll swear you.

MR. HARRIS: Okay. I'll put my hand up.

MR. PINKERTON: All right. Let's swear Mr. Harris and let him testify.

Counsel, I think you're out of order. If you've got an objection, please state it.

MR. HARRIS: I do have an objection in that I think you've unintentionally made a representation that that was everything that he had been commissioned to do.

MR. PINKERTON: Counsel, you have -- you are coaching the witness in a manner that is totally inappropriate and we'll probably be able to bring this to the court's attention. But you're out of order. If you've got an objection, anything other than you want to state, that's fine.

MR. HARRIS: No, that's really all.

Q. (By Mr. Pinkerton) What, then, did Mr. Rendleman do in response to your request?

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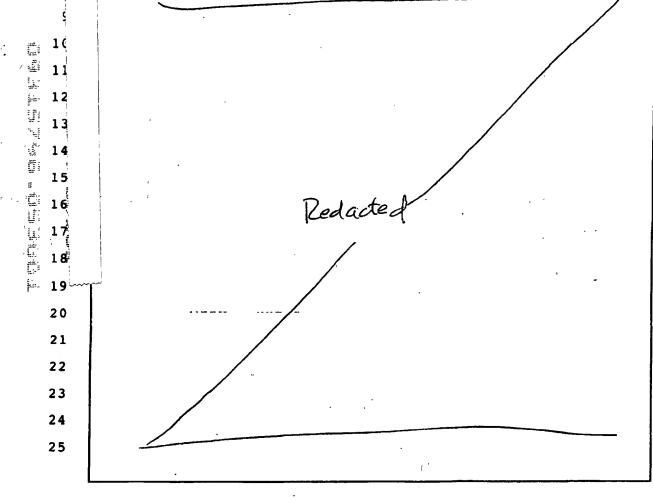
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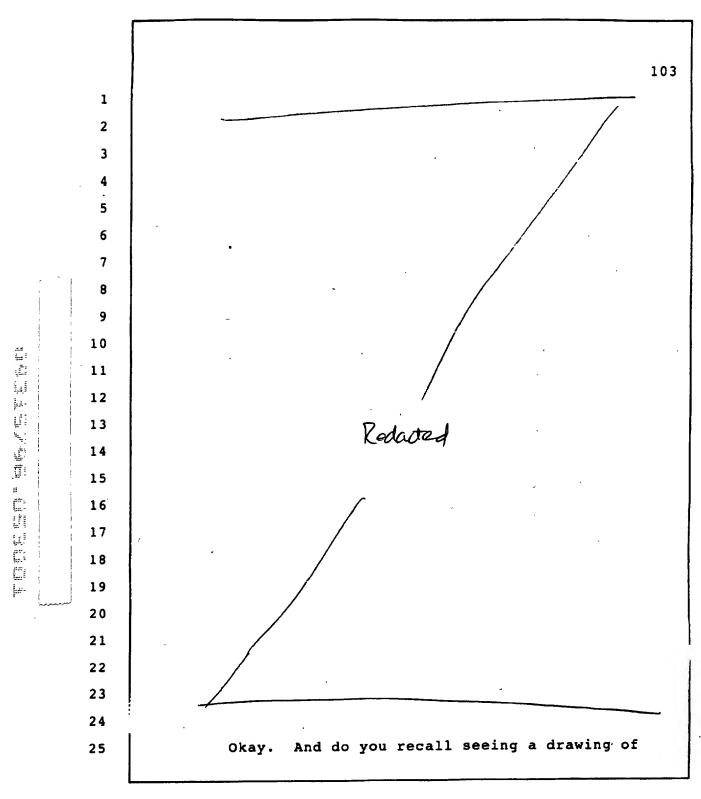
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A. He proceeded to show me a sketch of a vertical -- horizontal, I'm sorry, a horizontal motion coater, and I rejected it. I thought -- I told him we want to go between printing units, but we want to go so we can retract it. We need to retract it.



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104 1 that? 2 A. Yes. Was it a drawing that was discussed at the 3 Q. 4 meeting? 5 Yeah, a meeting. Α. 6 Q. At that same meeting? .7 Α. No. A later meeting? 8 Q. A. Yes. , 1 (And when was the later meeting? Q. 4 1i I don't know. MR. HARRIS: Objected to as vague and no ... 12 13 antecedents. 歪 14 THE WITNESS: I don't know. 15 (By Mr. Pinkerton) Was it a meeting in 1994, to Q. 16 the best of your knowledge? 17 A. Yes. **18** That that would have been seen? Q. <u></u> 19 Yes. A. And who would have been at that meeting? 20 Q. Dennis Griggs, Ron Rendleman, and myself, I know 21 Α. 22 for sure. And is that the only type of mechanism that was 23 . 24 discussed at that time? 25 Yes.

		,
	1	Q. The one that worked horizontally?
	2	A. Yes.
1	3	Q. Okay.
	4 '	MR. PINKERTON: Give you a minute early.
	· 5	VIDEOGRAPHER: Off the video record,
6		12:12 p.m.
	7	(Lunch recess taken)
1	8	VIDEOGRAPHER: Back on the video record
	9	1:49 p.m.
,== :	10	Q. (By Mr. Pinkerton) Mr. DeMoore, let me go back
	11	to that July 7, 1994 meeting and your actually your
	12	statement, I guess, following your description of that
	13	meeting that something to the effect that there were
	14	companies or they were printing end of press with
	15	metallics and then running it back through.
	16	A. Yes.
	17	Q. Do you remember that?
	18	A. Yes.
nde i nde i	19	Q. Who were you referring to when you were saying
	20	that they were doing that?
	21	A. Heidelberg.
	22	Q. Anybody else?
	23	A. Roland.
	24	Q. And when you say that those printing companies
	25	were doing it or their presses were capable of doing

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that -- I'm sorry, let me change that question.

Are you saying that those press manufacturers were doing it or presses purchased by printers could do that?

- A. Both ways.
- Q. Okay. And were you talking about any specific company, printer, that was performing that type of a printing process; that is, applying metallics at the end of press and then running the sheets back through?
 - A. I was referring to Heidelberg.
- Q. Okay. And specifically what were you referring to about Heidelberg?
- A. Being able to print golds on the coating unit and then running it back through.
 - Q. Had you seen that done by Heidelberg?
 - A. No.
 - Q. And so where did you get that information?
 - A. From Heidelberg.
- Q. Discussions with some particular person at Heidelberg?
- A. No, not that I recall, just the feed down, feedback.
- Q. I'm sorry. I don't understand what you mean by that?
 - A. Well, I mean, I heard people talking about it.

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	Q.	The	people	were	people	employed	at	Heidelberg
to	the	best	of your	know!	Ledge?			

- A. I really don't recall where I got the information, but I know that Heidelberg was doing it at the -- in Chicago.
 - Q. And is this a particular show in Chicago?
 - A. No, no.
- Q. It was a -- was it a printing company that had a Heidelberg press?
 - A. No, it was Heidelberg.
- Q. Okay. And when you say Heidelberg in Chicago, what do you mean?
- A. They were demonstrating on their press, their demonstrating press.
 - Q. Did you see that press?
 - A. No.
 - Q. Were you in Chicago to see the press?
 - A. No.
- Q. Did someone report to you that -- about what this press would do?
- A. My understanding was that they were printing golds on it.
- Q. And just tell my, sir, as best you can, the basis for that understanding. Somebody told you? Did you see a brochure?

	1	108
1	A. Someone told me.	
2	Q. Do you remember who?	
3	A. No, I don't.	
4	Q. Did you relay that information to Mr. Griggs?	
5	A. No.	
6	Q. After Mr. Rendleman had prepared the drawing o	f
7	the first unit you talked about that the one that	
8	moved horizontally, did not move vertically, which you	
9	said you didn't like, what was the next thing that he	
1 0	drew with respect to a flexo printer/coater that would	
11 12 12 13 14 14 14 14 14 14 14 14 14 14 14 14 14	work between units one and two on your press?	
12	A. As I recall some type of vertical.	
13	Q. Can you describe that any more than that, in a	nу
14	more detail?	
g 4 4	A. Only that it is vertical, is the best way I ca	n
16	describe it.	
1 1	Q. As I understand it, then, the coating would	
18	retract vertically?	
1	A. As I recall, yes.	•
. 20	Q. Okay.	
21	A. In this particular one.	
22	Q. And was it an inclined rail type retraction	
23	system?	
24	A. As I recall, yes.	

Okay. Had you seen inclined rail retraction

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109 systems prior to that time? 1 Α. Rail systems? 2 Inclined rail --3 Q. Yes. A. -- retraction systems? 5 Q. Α. Yes. 6 And where had you seen that? 7 Q. We had one on our press. 8 Α. You had one on your end of press, which was your 9 Q. EZB; is that correct? 10 Α. Yes, that's right. 11 And you had -- before that you had the PB unit, 12 Q. which also retracted, did it not? 1.3 A. It did not retract. 14 PB did not? 15 0. No. 16 A. That would have been the device that moved 17 Q. horizontally and vertically? 18 Which one? 19 A. The PB coater? 20 Q. Oh, on the end of the press? 21 A. 22 Yes, sir. Q. It was inclined. 23 A. Okay. So it was inclined? 24 0. 25 Yes. A.

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Q. Okay. How about other manufacturers, were you aware that other manufacturers had end of press coating units which would be retractable incline like that?

- A. Yes.
- Q. Which ones were you aware of?
- A. Dogram and Epic.
- Q. Any others?
- A. Well, the Bird, John Bird's.
- Q. Okay. The retractable unit that you say that Mr. Rendleman did, what was your reaction to that unit?
 - A. In what respect?
- Q. Well, did he present you a drawing that said here is a retractable system like you asked me to do?
 - A. Are you talking about the Lithoflex now?
- Q. Talking about the flexo printer/coater that Mr. Rendleman was designing at your request.
 - A. Oh, okay.
- Q. Okay. And you had said that he had come with a horizontal one and then he came with the one that was a retraction system on a rail retracted back vertically?
 - A. Somewhat vertically.
 - Q. Yeah, it worked at an angle?
- A. Yes.
 - Q. Right. Did he bring you that and say -- ask for your evaluation of it?

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7.	Yes.
Α.	ies.

- Q. And what was your response?
- A. My response was it's going to go -- the companies with low ceilings, this wasn't going to work. And also the disadvantage to it, as I saw it, was that it was going over the -- on the second -- this is the first printing, the second printing unit, it would be going over the dampeners, it would be impairing your access to the dampeners. So I told him let's continue -- let's try something else.
 - Q. Okay.
- A. And I suggested let's go something over that would retract but go over our printing unit.
- Q. And then did Mr. Rendleman come up with another proposed design?
 - A. Yes.
- Q. And is that the design that we know was the cantilevered design?
 - A. Ferris wheel.
 - Q. Ferris wheel cantilevered design, yes.
 - A. That's correct, yes.
 - Q. Okay. He came up with that.

So when he brought you that, did he bring you a drawing of that?

A. Yes, he did.

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- Q. Did he bring you a sketch of it initially or a drawing?
 - A. It was a drawing.
 - O. Full drawing showing --
- A. No, no, not a full drawing, just a sheet, you know, not a full-size scale or anything.
 - Q. Was it a CAD drawing?
 - A. Yes.
- Q. Okay. Do you recall approximately when that was?
 - A. Certainly do.
 - Q. When was that, sir?
- A. It was December the 12th -- I mean, I'm sorry, December 30th, 1994.
- Q. Okay. How was it that you recall that specific date?
- A. Because it was right near the end of 1994 and he showed it to me on that day, and I told him, I said sign it and fax this over to Dennis Griggs immediately, which he did do.
 - Q. Did he sign it in anyone's presence?
 - A. Mine. I'm sure that's his signature on it.
- Q. Okay. We don't have a drawing here, but there's a drawing that has Mr. Rendleman's signature on it, which is the cantilevered Ferris wheel unit; is that what

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1	you're saying?
2	A. Yes.
3	Q. Okay. And who would have faxed that for him?
4	A. Ron Rendleman I don't know, but I presume
5	that Ron Rendleman did it.
6	Q. Okay. After it was faxed to Mr. Griggs, did you
7	and/or Mr. Rendleman again get together with Mr. Griggs
8	to discuss it?
9	A. Yes.
10	Q. All right, sir. When do you recall that
11	happened?
12	A. Oh, I don't know.
13	Q. Well, do you recall that a patent application on
14	the cantilevered Ferris wheel device was filed in 1995?
15	A. You mean my patent?
16	Q. Your patent application?

Yes. A.

Yes, sir.

A.

Q.

- Q. May the 4th, 1995, does that sound about right to you?
- That is correct. 22 A.
 - Q. Okay. And Mr. Griggs prepared that application?
- 24 Yes, he did. A.
 - Q. Okay. And then you had discussions with

My patent application?

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Mr. Griggs prior to the time that application was filed?

A. Yes.

- Q. Who else talked to Mr. Griggs about that application?
 - A. John Bird and Ron Rendleman.
- Q. And can you recall specific meetings -- well, let me start over again.

Do you recall that you had meetings after December 30 when Mr. Rendleman signed the drawing and prior to May 4 where you, Mr. Bird, Mr. Rendleman, and Dennis Griggs were together discussing that coater?

- A. Absolutely, many, many, many times.
- Q. Do you recall a time when anyone might have told you that Mr. Bird believed that he should not be designated as a co-inventor on that application?
- A. Absolutely not. He wanted to be on everything. He has a tremendous ego. He wanted to be on it.
 - Q. Okay. Did he express that to you?
 - A. What?
 - Q. That he wanted to be on the patent.
- A. He didn't express the other way, for darn sure. He was gung-ho. He helped us tremendously in writing this patent.
 - Q. What -- how did he help you?
 - A. In the flexographic verbiage.

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(2.	Нe	prov	ided	that	description	about	the	printing
with	flex	ogr	aphy	and	then	lithography	after	that	:?

- A. No, no, not -- he didn't -- no, I'm talking about as he testified that he was a virtual expert in flexography according to him, and he supplied us help in writing this patent.
- Q. So Mr. Bird supplied the information relating to flexography, is what you're saying?
 - A. Yes.
- Q. Prior to 1994 did you have any experience in flexography?
 - A. Some, yes.
 - Q. Okay. Would you describe what that some was?
- A. Well, in 1990 I bought a Heidelberg press for solely the purpose of research, to develop new products. And consequently, we developed many new products on that -- that we got many, many patents off that press.

And one of them was the impression cylinder coater, as you called the EZB, I believe it was, and that -- so as I was saying, that -- the press helped us tremendously with developing other products.

- Q. Was that the Heidelberg two-color press?
- A. Yes, that's correct.
- Q. Now, with respect to flexography, then, as I understand it, the work that you did with the flexography

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- A. And printing. We were also printing golds on side rail plates.
 - Q. And when --
 - A. In '91 we were using side rail plates in '91.
 - Q. Was that for a particular customer?
 - A. For research.
- Q. What were you doing with side rail plates in 1991?
- A. Seeing what we could do with this -- this coater, potential.
- Q. Okay. Now, what coater are we talking about at this point in time?
 - A. Impression cylinder coater.
 - Q. The impression cylinder coater?
 - A. Yes.
 - Q. Is that -- was that the John Bird unit?
- A. No, no, this is on our -- next to the impression cylinder.
 - Q. Oh, okay. This is the EZ coater?
 - A. The EZ coater, yes.
 - Q. Right, okay.
- So what were you doing with the EZ coater,
- 24 | then, in 1991?
 - A. We were doing -- running all kinds of tests,

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running different colors, inks and scratch and sniffs and we were trying all kinds of different things.

- Q. This was -- this would have been the EZ coater which is installed on the -- down at the delivery end and engages the impression cylinder?
 - A. That's correct, yes.
- Q. And where would the side rail plate have been? Was the side rail plate used in that application?
 - A. Yes.
 - Q. Okay. Where was it?
 - A. Mounted on our cylinder.
 - Q. Mounted on the impression cylinder?
- A. No, on our cylinder. We had a common impression cylinder -- we had an impression -- we had a -- this is the impression cylinder, and we had another cylinder right adjacent to it. And so that's where we mounted the side rail.
- Q. Okay. I'm having -- I haven't seen that, so I'm am having a little bit of time -- trouble understanding you. Is this on the second unit, the end-of-press unit?
 - A. Yes, that's correct.
- Q. Okay. Is it possible for you to sketch that for me? Could you do that?

MR. HARRIS: He can't sketch anything, sir.
MR. PINKERTON: Okay. Just a question. I

was just asking.

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THE WITNESS: I wish I could help you.

- Q. (By Mr. Pinkerton) So describe it for me again.

 If we start off -- have a plate cylinder, a blanket

 cylinder and an impression cylinder?
 - A. Yes.
- Q. All right. Now, where -- how would you have used the side rail plate, then? Where was that?
- A. It was on another cylinder. It was mounted on the skeleton wheel or delivery shaft. The cylinder was mounted on that shaft. We mounted the side rail plate or plates on the -- on that cylinder.
- Q. And then you would have used the EZ coater to contact that side rail plate?
 - A. That's correct.
- Q. And what type of coatings or did you actually use?
- A. Silvers, golds, opaque, whites, tried various -- many, many things that we tried.
- Q. And then what was done with those various things you tried?
 - A. We were seeing what we could do with it, yes.
 - Q. What was done with it, if anything?
 - A. Really knowledge is what we gained, knowledge.
 - Q. At that point in time did you -- well, you

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gained knowledge. You would look at the sheets and that was it, look at what you'd printed images of?

- A. What do you mean just look at them?
- Q. I'm just trying to get you -- what did you do with them? Was it a metallic if you -- what kind of an image would you print?
 - A. Oh, I don't know. I just --
 - Q. Who --
- A. What the metallic -- what the forms were, I don't remember.
 - Q. Who was involved in this at Printing Research?
- A. The pressman at that time I don't recall. I don't recall.
- Q. This would have been, again, you said starting in 1991; is that right?
 - A. '90 or '91, yes.
 - Q. '90 or '91?
 - A. That's right.
- Q. And was this something that was tried at that time and then not tried again for a while?
- A. Oh, we did it -- we -- well, I don't -- what do you mean try it again later?
 - Q. Well, just tell me, you gained some knowledge?
 - A. Yes.
 - Q. Then what did you do? Did you try running --

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try it again with the side rail plates or is this something that you didn't use after that?

- A. Well, there was an inherent disadvantage with this particular coater, it was the fact that the differential speed between the impression cylinder and our cylinder, and unfortunately it would -- we would get scratch marks from the differential and speed on the sheets.
- Q. So after you got that resolved, then, is this something, then, that you didn't use?
 - A. What's that?
- Q. Is that something, then, you didn't use or pursue?
 - A. Right, yes, we -- we tried our best.
- Q. The EZ coater, was it actually a product that was made and sold by Printing Research?
 - A. Yes.
 - Q. Did you sell four of them, four of the units?
- A. Four or more, I really couldn't -- I'm not sure.

 I'm speculating again.
 - Q. Does four sound approximately correct to you?
 - A. I can't be sure.
- Q. Is it correct that that product was not commercially successful in the marketplace?
 - A. I think that would be a fair statement.

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Q.	Were	the	ΕZ	coaters	that	were	sold,	were	some	of
them ret	urned	to I	Prin	nting Res	search	n?				

- A. I really couldn't -- I really couldn't -- I don't recall.
 - Q. Who would be able to tell us about that?
 - A. I really don't know.
- Q. Okay. Mr. DeMoore, we have had your deposition scheduled for several weeks, taking it today. Have you -- you said you had the opportunity to meet with your lawyers before this deposition. Did you meet with your lawyers last week --
 - A. No.
 - Q. -- to prepare for the deposition?
 - A. No.
 - Q. Did you meet with him yesterday?
 - A. Oh, I'm sorry, last week?
 - Q. Yes, sir.
- A. Yes, sir.
 - Q. Okay. When did you meet last week?
- 20 A. Last Friday.
- Q. And did you meet at Printing Research?
 - A. No, met here.
 - Q. Met here?
- 24 A. Yes.
- Q. Here at the offices of Locke Liddell & Sapp?

	2	Q. And did you meet with Mr. Bill Harris?
	3	A. Yes.
	4	Q. And did you meet with Mr. Sweeny?
	5	A. Yes.
	6	Q. Did you meet with Mr. Wilson?
	7	A. Yes.
	-	Q. And who else did you meet with?
	İ	A. That's all.
inter-	1	Q. What about Mr. Griggs?
trap and	1	A. No.
<u>.</u>	1	Q. Did you talk to Mr. Griggs on the telephone
14 . 2 .	1	prior to this deposition?
The man of the control of the contro	1	A. No.
E.	1	Q. You last talked to Mr. Griggs approximately when
The state of the s	16	about this subject matter?
[]. #45.	1	A. Maybe a month?
	1 8	Q. And that's the meeting you've already told us
	19	about that meeting, I think?
	20	A. Yes.
	21	Q. Okay. How long did you meet here last Friday to
•	22	prepare for your deposition?
	23	A. I think it was a few hours.
	24	Q. Was that the morning or afternoon?
	25	A. The afternoon.

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Yes.

	1	Q. Okay. Four hours; is that fair?
	2	A. No.
	3	Q. Three?
	4	A. Wait a minute. No, no, I got here about 2:00
	5	and left about 5:00.
	6	Q. Okay.
1.	, 7	A. We talked about other things, though, yes.
	8	Q. The patent application that you filed in May of
	9	1995, prior to the time that you filed that application
the state of the s	10	did you tell anybody at Williamson Printing that you were
	11	going to file that patent application?
	12	A. I don't believe I did.
H ₂ 3	13	Q. After the application was filed did you tell
	1,4	anybody at Printing Research that you had filed the
di l	15	application?
the state of the s	16	A. People at Printing Research?
	17	Q. I'm sorry. After the patent application was
	18	filed, did you tell anybody at Williamson Printing that
*	19	the application had been filed?
	20	A. Did I tell anybody?
	21	Q. Yes, sir.
	22	A. No.
	23	Q. To your knowledge did anybody at Printing
	24	Research ever tell anybody at Williamson Printing that
	25	the application was filed?

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- A. I don't know.
- Q. I'm just saying to the best of your knowledge?
- A. I don't know. To the best of my knowledge I have no knowledge.
- Q. Is it correct that to the best of your knowledge nobody told anybody at Williamson Printing about the filing of the patent application on May the 4th of 1995?
 - A. I wouldn't know.
- Q. The flexo printer/coater that was provided to Williamson is referred to in your brochures and other, documents as the EZ interstation printer/coater; is that correct?
 - A. I believe you're right.
- Q. Okay. Has the EZ interstation -- well, let me retract that.

Do you know when the various units that were supplied to Williamson were actually installed at Williamson?

- A. No, I don't.
- Q. Do you know approximately?
- A. No, I couldn't put a date on it.
- Q. Were units installed in 1996, to the best of your knowledge?
 - A. '96?
 - Q. Yes, sir.

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A. Yes,	Ι	think		yes.
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- Q. Okay. Have you -- or in that time frame did you become aware that there were problems, any type of problems, with the EZ interstation flexo printer/coater when used in printing?
 - A. Certainly.
 - Q. And what were those?
- A. The reason for that is it's something new. You have -- it took it took a tremendous amount of engineering.

MR. PINKERTON: Let me object to the last part of the answer as being nonresponsive and ask that it be stricken.

THE WITNESS: All right.

- Q. (By Mr. Pinkerton) So if you could just answer the specific question, if you would, please, okay?
 - A. Okay.
- Q. You did become aware that there were problems with that unit?
 - A. Yes.
 - Q. Okay. Would you describe those problems for me.
- A. I'm not able to. I don't know exactly what the problems were.
- Q. Well, what were the results of the problem, is what I'm asking you?

	1:	2 6
1	A. I don't know.	
2	Q. Was it causing streaking?	
3	A. That I don't know.	
4 .	Q. Well, you say that you were aware that there	
5	were some problems with the EZ interstation flexo	
- 6	printer/coater. Can you give me any idea of what those	
7	problems are or were?	
8	A. One that I knew of was leaking on the ends of	
9	the roller. That I knew of.	
10	Q. And what would leak?	
11	A. The coating material.	
12	Q. Was this a problem with the chambered doctor	
13	system?	
14	A. Yes.	
₌ 15	Q. And how was that remedied, if it was? Was it	
16	remedied, let me ask you that?	
17	A. I don't know. I presume it was.	
18	Q. Was the leaking problem, to the best of your	
ii 19 √	knowledge, corrected by Printing Research?	
20	A. I would say so.	
21	Q. Who at Printing Research worked on correcting	
22	that problem?	
23	A. I wouldn't know.	
24	Q. What other problems might or do you know	
25	about that existed with respect to the EZ interstation	

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- A. That's the one that I know about personally.
- Are you aware that there was some sort of a problem caused by bumping where the -- at the gap in the cylinder?
 - I didn't know about it, no. Α.
- Has anybody at Printing Research spent any time working on that aspect of the coater?
 - I wouldn't know.
- Any other problems with the EZ interstation flexo printer/coater that you're aware of?
- That was basically the only problem that I was It was leaking on the ends. aware of.
- And to your knowledge, or if I understand your testimony, you don't know if that problem was solved or not?
 - Α. Well, I know it is solved.
- Okay. You know it's solved. Do you know when Q. it was solved?
 - Α. No.
 - Do you know who did it -- who solved it? Q.
- No. Α.
 - Are you aware of any modifications that have Q. been made to the EZ interstation flexo printer/coaters after 1996?

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A. Yes, there has been some changes m	nade	es made	to it.
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- Can you tell me what those changes are? Q.
- Not really. I really don't know. A.
- I'm just asking for the best knowledge that you Q. have in regard to changes that have been made, any problems that might have been addressed?
 - Not that I know of. A.
- Who is knowledgeable about those changes at 0. Printing Research?
 - Ron Rendleman. Α.
 - Anybody else? Q.
 - Ron Rendleman. Α.
 - I'm sorry, anybody besides Mr. Rendleman? Q.
- I guess it was his invention, his -- he built it A. and engineered it. It's his. Just Ron Rendleman.

MR. PINKERTON: Once again, I object to the response and ask that it be stricken as nonresponsive.

- (By Mr. Pinkerton) Anybody else at Printing Research besides Ron Rendleman who is knowledgeable about any changes to the EZ interstation flexo printer/coater since '96?
 - Oh, since '96? Α.
 - Q. Yes, sir.
 - A. All right. Max Hess.
 - Q. And who is Max Hess?

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Α.

	3	A. I can tell you he works in engineering.
	4	Q. Okay. What problem or modification did Mr. Hess
•	5	address?
	6	A. I have no idea.
	7	Q. You just know that he worked on the EZ
	8	interstation?
	9	A. Yes.
	10.	Q. But you don't know what he did?
	11	A. No.
	12	Q. Do you know when he did it?
	13	A. I really don't I don't know. I couldn't tell
	14	you.
	15	Q. Anybody else that you know of who was involved
	16	in making any modifications since 1996 to the EZ
	17	interstation unit?
	18	A. I think those two men are about it.
	19	Q. Okay. What about Mr. Secor?
	20	A. Again, I don't as I said, I don't know who
	21	did what, you know, I really don't know what Secor did.
	22	Q. Who has responsibility for the manufacturing of
	23	that EZ interstation flexo printer/coater now?
	24	A. Ron Rendleman.
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He works at Printing Research.

Q. What's his job position?

Q. What about Dave Douglas, is he responsible for

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that from the vice -- from an executive level?

- A. I really don't know if he's over that or not. I don't know.
- Q. Do you know -- excuse me. Do you know if any patent applications were filed based on any modifications to the EZ interstation flexo printer/coater?
- A. None that I can -- that I know of right offhand, not that I can think of.
- Q. Is it correct, Mr. DeMoore, that the decision to file a patent application at Printing Research is a decision that you have made over the years?
 - A. Yes.
- Q. So you make the decision as to whether or not to file patent applications today?
 - A. With the help of my attorney.
- Q. Right. But the final -- or the decision is up to you to file the application or not to file an application?
- A. With the help of my attorney. I rely upon him to advise me.
 - Q. And he advises you with regard to what?
 - A. Patentability.
- Q. Okay. And then once he advises you during the period from 1968 up until the present time, once that advice comes in, who has had the decision-making power at

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applicati	on	or	not	:?						

- I do. A.
- Q. So I assume, then, you have knowledge of what patent applications are filed for Printing Research?
 - The ones I'm involved in, yes. Α.
- And when you say the ones you're involved in, Q. what do you mean by that?
- I have employees that have invented other products that's no input from me.
- And with respect to those inventions, whether a patent application is filed, again, is a decision that you make; is that correct?
 - Α. Yes.
- So since you make the decision as to whether or Q. not the application is filed, even though you might not be involved in the invention, you would have knowledge of it?
 - Α. Yes.

(Deposition Exhibit 8 marked)

MR. PINKERTON: For the record, we have marked as DeMoore Exhibit 8 United States patent 6,082,257.

(By Mr. Pinkerton) Mr. DeMoore, this is a Q. patent which issued on July the 4th, 2000 and it's patent

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number 6,082,257. The title is printing unit with anilox roller bearer positioning. The inventor is designated as Howard C. Secor, and the S&E is Howard W. DeMoore.

Does the information that I just provided about this patent refresh your recollection about anyone else being involved in modifications to the EZ interstation flexo printer/coater?

MR. HARRIS: Let the record reflect that the witness can't see the page that's in front of him and all of the information he's got is the little bit that was just stated by Mr. Pinkerton.

- Q. (By Mr. Pinkerton) Does that information refresh your recollection, Mr. DeMoore?
 - A. About what?
- Q. About modifications since 1996 to the EZ interstation flexo printer/coater?
- A. This isn't necessarily to the Lithoflex printer/coater. This could be anything, any coater.
- Q. Well, if it could be any coater, it could be the EZ interstation; is that correct?
 - A. Possibly, yes, yes, it could.
- Q. This particular patent, it's unfortunate that you can't see it, but I will represent to you that the figures in this patent are the same -- the exact same figures -- the exact same figures as appear in your

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application	that	was	filed	on	Mav	5	 Mav	4.	1995	5 ?
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- I never saw it before, this patent. Α.
- Q. And --

MR. HARRIS: And you haven't seen it at all, then.

THE WITNESS: I have not seen it at all.

- Q. (By Mr. Pinkerton) And that's my question is whether or not this refreshes your recollection about any modifications that have been made to the EZ interstation flexo printer/coater since 1996?
- As I said before, I don't know of any and I didn't know about this.

(Deposition Exhibit 9 marked)

(By Mr. Pinkerton) Mr. DeMoore, we have now marked another document and this is a copy of the May 4, 1995 patent application and it's entitled retractable inking/coating apparatus having Ferris movement between printing units.

Do you recall that application, sir?

- Yes, I do.
- Okay. And that's been marked for the record as Q. Exhibit 9?

MR. HARRIS: 9.

(By Mr. Pinkerton) 9. Q. Okay.

You remember before, Mr. DeMoore, I asked

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you about the procedure used by Mr. Griggs with respect to assigning attorney docket numbers to patent applications?

- A. Yes.
- Q. Okay. This document has up in the upper right-hand corner attorney docket number B6012. Does that refresh your recollection about the docket number assigned to your patent application by Mr. Griggs?
 - A. I have no knowledge of docket information.
 - Q. Okay.

MR. PINKERTON: Counsel, for the record we have had testimony about the -- about Exhibit 6 and two other patent files, and that was in regard to Exhibit 6, and those patent files that we had the testimony about were B5841 and B5900 and now we have the May 4, 1995 patent application serial number 08435798 assigned or having docket number B6012.

We would again request or request that those files in their entirety be provided to us.

MR. HARRIS: Well, I would take that under advisement. In response to your request, I did give you the material out of the B6012 file that wasn't in any way related to Mr. Griggs. I don't know the exact date that that transferred, but --

MR. PINKERTON: When you say related to

the case, but

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contents.

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case.

	4	MR. PINKERTON: How about since he has
	5	prosecuted the case?
	6	MR. HARRIS: If it's got Mr. Griggs in any
·····	7	way in it, fine. I don't believe there is anything else
	8	in there, period, except the prosecution of the case, but
	9	what I instructed be retrieved I have explained to you.
	10	MR. PINKERTON: Which is only documents
	11	that Mr. Griggs might have authored or prepared?
	12	MR. HARRIS: Or that existed during the
	13	period of time that Mr. Griggs had anything to do with
	14	the case. In other words, if there were drawings as
	15	provided by anybody else, by the company or by
	16	Mr. DeMoore, by Mr. Rendleman, I would give them to you.
	17	MR. PINKERTON: We're going to
~~~	18	MR. HARRIS: I'm using that as an example.
	19	MR. PINKERTON: I think it's I think
	20	what we would like to see we would like to be able to
	21	review and actually see those three files.

Mr. Griggs, are you talking about --

MR. HARRIS: While he was prosecuting the

MR. HARRIS: Why?

MR. HARRIS: Why.

MR. PINKERTON: To examine them for their

136 1 MR. PINKERTON: To examine them for their 2 contents. 3 MR. HARRIS: Well, all files have contents, 4 Counsel. 5 MR. PINKERTON: That's what we want to look 6 at. MR. HARRIS: Well, I'm not going to give you an answer on that right now. MR. PINKERTON: Okay. 10 MR. HARRIS: But I'll remember you said it 11 and I'll think about it. 12 MR. PINKERTON: Thank you. 13 MR. HARRIS: Counsel, it's been an hour, and I think that's -- 10 minutes would be appropriate. 14 15 If you would -- you're looking at some things anyway, 16 maybe you can --17 MR. PINKERTON: Okay. You want to take a 10-minute break. 19 MR. HARRIS: -- break his arm quicker 20 after. 21 MR. PINKERTON: We'll take a short break. 22 VIDEOGRAPHER: We're off the video record, 23 2:39 p.m. 24 (Recess taken) 25 VIDEOGRAPHER: Back on the record,

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MR. SWEENEY: This is Brooks Casey who has joined us. He's an associate at the firm of Cozen and O'Connor for the plaintiffs.

MR. PINKERTON: Hello Brooks, welcome.
MR. CASEY: Thank you.

- Q. (By Mr. Pinkerton) Mr. DeMoore, do you know if there is currently pending a United States patent application filed in your name and Mr. Max Hess' name as co-inventors?
  - A. For what?
  - Q. For anything?
  - A. Not that I know of.
- Q. Would it refresh your recollection if we talked about a patent application that's pending designating you and Mr. Hess as co-inventors that relates to the EZ interstation flexo printer/coater?
  - A. I don't know.
  - Q. Okay. You don't have any recollection of that?
  - A. No, I don't.
- Q. Okay. Is there a pending application with Mr. Hess alone as the inventor, to the best of your knowledge?
  - A. Not that I know of.
  - Q. I want to go back to a document we marked before

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that I didn't get to ask you about, Exhibit 4. Exhibit 4 is a document that was produced by your attorneys to us, Mr. DeMoore, and it's addressed to Mr. Jerry Williamson at Williamson Printing Corporation dated February 2, 2000 and at the top of it there's a writing that says draft, okay, it's in handwriting.

And then it has at the end of it, sincerely yours, Howard DeMoore. It's not signed. To the best of your knowledge is this a letter that you prepared?

- A. I don't know.
- Q. It apparently was marked -- is marked draft. Would it help you if I read you some of the letter to see if this is language that you recall writing?
  - A. Yes.

MR. HARRIS: Counsel, don't try to trick the witness. He didn't write -- you mean dictate or -- MR. PINKERTON: I mean dictate, prepare in some way.

MR. HARRIS: I'm just trying to find out if you've got anything special in mind.

MR. PINKERTON: No, I'm not trying to in any way trick him or not.

THE WITNESS: No.

- Q. (By Mr. Pinkerton) It's a letter --
- A. What's the date on it?

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- Q. February 2nd, 2000. So it was this year in February. The letter starts out, I'm writing you personally in the hope that we may be able to agree to a fair settlement regarding our differences over PRI's participation and the development of the process and apparatus described in your U.S. patent 5,063,363. And it goes on. Does that help your recollection?
  - A. Continue, please.
- Q. Okay. Filed August 14, 1995 and subsequently issued on May 20.
  - A. What's that again?
- Q. Filed August 14, 1995. This refers to Williamson's patent, the 363 patent.
  - A. Oh, I see.
- Q. Okay. Which incidentally utilized illustrations which depicted the PRI EZB as was installed on the WPC press in which PRI had used in their DRUPA brochure printed in 1995. Does that refresh your recollection?
- A. I don't recall the letter, but I recall the information.
- Q. Do you recall dictating this or telling this to someone and asking them to type it up for you?
  - A. No. I don't.
- Q. Is it a letter that you thought about sending to Mr. Williamson about this lawsuit?

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- A. February 2nd? I'm just trying to think of where I was at. I was in Dallas.
- Q. Do you remember a time when Printing Research had a retreat either at the end of the year or at the first of the year?
  - A. What do you mean by a retreat?
- Q. Do you normally have an annual retreat of the executives?
  - A. Oh, sometimes, yes, we do.
- Q. And you had one this last -- at the beginning of this last year -- or at the beginning of this year?
  - A. I really don't recall.
- Q. You don't recall attending or -- well, you don't recall whether Printing Research had a retreat for its executives either at the end of last year or the beginning of this year?
  - A. I really don't recall.
- Q. If you'll return to the first amended original complaint, which is DeMoore Exhibit 1, and in this -- in the complaint the allegation is made that DeMoore and Rendleman are the inventors of the invention claimed in the 363 patent. Previously in the original complaint there was an allegation that you were the sole inventor.

Is it now your contention as set forth in the first amended complaint, Mr. DeMoore, that the

correct inventorship on the 363 patent is you and Mr. Rendleman jointly?

A. Yes.

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- Q. You no longer claim to be the sole inventor?
- A. I never did.
- Q. There is also an alternative allegation in the amended complaint, and that's in paragraph 42 on page 10 and 11 and the statement is, in the alternative if the court determines that DeMoore and/or Rendleman were co-inventors with Davis and Williamson by the said claim in the 363 patent, then plaintiffs request the court add DeMoore and/or Rendleman as joint inventors for the patent according to its determination. What do you believe is the basis that Mr. Davis and Mr. Williamson might be co-inventors with either you or Mr. Rendleman?
  - A. For them to be co-inventors?
  - Q. Yes, sir.
- A. I'm not a -- I don't know how to answer that question. I don't know what to say to that.
- Q. You don't have to say anything. If you have any information indicating that Mr. Davis is a co-inventor, I would just like to know what you believe that is.
  - A. Who is inventor?
- Q. Mr. Davis, Mr. Bill Davis, a co-inventor. Do you believe that Mr. Davis was a co-inventor with you and

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- A. No, I don't.
- Q. Do you believe that Mr. Williamson was a co-inventor?
  - A. Absolutely not.
  - Q. And that's Jesse Williamson I'm talking about?
  - A. Yes.
- Q. Okay. So you believe that the proper inventorship with respect to the 363 patent is you and Mr. Rendleman as joint inventors?
  - A. Yes.
- Q. Okay. We were produced a document, and I won't take the time to even mark it, but it's PRI01063. And it's a printout, Mr. DeMoore, off of somebody's website off of the Internet, and it looks like it's weather ground -- or weather underground history, and it's for the day of July 7, 1994. That's a day we have talked about?
  - A. Yes.
- Q. And it's got the temperature for that day and various other weather information. Do you have any information why that document might have been produced to us?
  - A. Yes.
  - Q. Why is that, sir?

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	A.	Dennis	Griggs	mentioned	the	day	that	 when	he
was	over	it was	a verv	warm day.					

Q. All right. Well, this document reflects that -- I don't know exactly what it says for the actual temperature that day.

Okay. So do you know who actually obtained this printout of this document off the Internet?

- A. Jim Elliott.
- O. And who is that?
- A. He's one of my salespeople.
- Q. All right. Well, we'll let's go ahead -- we'll mark the document, then, since you do have a recollection about it.

MR. PINKERTON: Exhibit 9 -- 10.
(Deposition Exhibit 10 marked)

- Q. (By Mr. Pinkerton) Mr. DeMoore, are there any other people that you told about your idea of having a unit mounted between stations one and two on your press other than the people that were in the meeting?
  - A. When?
- Q. From July 7 up until the time the patent application was filed?
  - A. Oh, certainly.
- Q. Okay. Well, you identified discussions with Mr. Griggs, right?

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	1	A. Yes.	
	2	Q. You talked to Mr. Rendleman about it?	
	3	A. Certainly.	
	4	Q. You said that Mr. Bird was in the meeting?	
	5	- A. Yes.	
	6	Q. You said that Mr. Secor was in the meeting?	
	7	A. Yes.	
	8	Q. Any people other than those?	
	9	A. Dave Douglas.	
Ē.	10	Q. Okay.	
The first rate of the first of	11	A. Terry Britton.	
	12	Q. Anybody else?	ı
	13	A. Well, I believe it was after the I'm	
T.	. 1 4	speculating. That I think that's it.	
	15	Q. Okay. When would you have mentioned this to	1
tel hand many ment	16	Dave Douglas, as best you can recall?	
	1 7	A. I think in the fall, some time in October or	
	18	November.	
ļ-t:	19	Q. Do you recall the circumstances?	
	20	A. No, I don't.	
	21	Q. How about Mr. Terry Britton, when might you h	ave
	22	talked to him about it?	
	23	A. Again, I don't know for sure, but I have told	
	24	him before the first of the year, though.	
	25	Q. Okay.	

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MR. PINKERTON: I'll mark as the next exhibit the second supplemental declaration of John Bird dated October 5, 2000.

## (Deposition Exhibit 11 marked)

- Q. (By Mr. Pinkerton) Mr. DeMoore, Exhibit 11 is a declaration executed by Mr. John Bird, and he talks about the events after Mr. Baker came back from Atlanta in June of 1994. Do you recall that Mr. Baker did go to Atlanta and had a business meeting with Mr. Bill Davis and Jesse Williamson?
  - A. In July.
  - Q. You think it was in July?
  - A. Yes.
- Q. Regardless of the time, they did have a meeting in Atlanta; is that correct? I'm saying without regard to the time?
  - A. They had a meeting?
  - Q. Yes. Did they meet in Atlanta?
  - A. Yes.
- Q. Okay. Now, you think it was in July when they had the meeting?
- 22 A. Yes.
  - Q. And why do you say that?
    - A. Because I found Steve Baker's travel report.
      - Q. All right, sir. Have we been produced that in

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	1	this litigation?
	2	A. Unfortunately, I can't find it.
	3	Q. Did is it something that you now can't find?
	4	A. Yes, for some
	5	Q. When did you last see it?
	6	A. Maybe a month ago.
	7	Q. When did you first discover it?
	٤	A. About at that time.
The first state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of	9	Q. Where did you discover it?
	1 C	A. At Printing Research.
	11	Q. And what was it that you found?
	12	A. That he was in Atlanta some time in July.
	13	Q. Okay. Was this a calendar or what?
	14	A. It was his expense report.
	15	Q. His expense report?
	16	A. Yes.
	17	Q. Did it say who he was or what he was or what
	18	doing in Atlanta on that trip?
	19	A. As it was read to me, yes.
	20	Q. What did it say, as you recall?
	21	A. That he was in Atlanta with Bill and Jesse I
	22	mean, yeah, that's correct, Bill and Jesse.
	23	Q. And that was an expense report. What was the
	24	date on the expense report?
	25	A. I don't recall the exact date. As I said to

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	1	you, I didn't read it, someone had to read it to me.
÷ ,	2	Q. Who read it to you?
	3	A. Linda Nottingham.
	4	Q. After she read you that document, where was it
	5	placed?
	6	A. In my office.
	, 7	Q. And has there been an attempt to try to locate
	8	it again after that?
æ±.	9	A. Absolutely.
the first and make the stands of	10	Q. Who tried to find it?
L	11	A. Everybody.
T.	12	Q. Has it been found?
es	13	A. So far, no.
o, it is	14	Q. Was this an expense report that was submitted in
H that must make that	15	June for excuse me, submitted in July for a trip in
	16	June?
	17	A. No, July, it was submitted in August.
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	18	Q. So it was an August expense report?
*	19	A. Yes.
	20	Q. Okay. Did you look at Mr. Baker's expense
	21	reports for June?
	22	MR. HARRIS: May we have the understanding
	23	that the word look means something specific?
	24	MR. PINKERTON: Okay. Sure.
	25	Q. (By Mr. Pinkerton) Did you or anybody else at

Printing Research inspect Mr. Baker's expense reports for June?

A. Yes.

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- Q. And were there any trips to Atlanta reflected there?
  - A. No.

MR. PINKERTON: We've asked for those all to be produced, Counsel, in a document request. So again, we'll ask for -- we'll ask for those expense reports for Mr. Baker for June, July, and August, I think, okay. So I'm sure we'll get those in due course.

MR. HARRIS: In due course if you find any of them, Counsel, we would like for you to produce them

THE WITNESS: Yes.

MR. PINKERTON: We sure -- we will do that.

- Q. (By Mr. Pinkerton) What else do you recall about the expense report that you saw for July that -- it was Mr. Baker in Atlanta?
  - A. Yes.

back to us.

- Q. And on what date was he in Atlanta?
- A. That I don't recall.
  - Q. Did it relate to facilities that he visited?
- A. Yes.
  - Q. What did it say?

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- Q. Okay. And was there -- were there expenses for certain days? Did they break it out by days?
  - A. I don't -- as I said, I can't read.
- Q. Do you recall what was read to you, though, that's what I'm asking?
  - A. Yes, but I don't -- you know --
  - Q. Do you recall --
- A. Because I was impressed because when I saw his expense report and it confirmed to me that he was telling the truth that he was there in July, and I was very pleased that he was telling the truth.
- Q. Okay. Mr. Baker now believes it was June that he was in Atlanta and that he had the meeting in June with Mr. Williamson and Mr. Davis. Are you aware of that?
  - A. No.
- Q. And that's based on a receipt that we had produced from the dinner that Mr. Williamson and Mr. Davis and Mr. Baker had at a restaurant in Atlanta on that trip. Are you aware of that?
  - A. In June?
  - Q. In June.
- MR. HARRIS: Counsel, you need not speculate what anything is based on. If he's asking you

1 if you are aware of those circumstances --

THE WITNESS: No, I'm not.

MR. HARRIS: -- you may say yes. If you're

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THE WITNESS: I'm not -- I'm not aware of that.

- Q. (By Mr. Pinkerton) You're not aware of that?
- A. I'm not aware of it.
- Q. Okay. Well, Mr. Baker has now related that the trip he believes was in June, okay? And that after the trip he came back and he told Mr. Bird what Mr. Davis and Mr. Williamson had told him about their desire for a new process to improve their WIMS process. And you have heard testimony about that, have you not?
  - A. Yes.
- Q. Okay. And their declaration testimony is that following Mr. Baker's return from Atlanta that both Mr. Baker and Mr. Bird discussed what they had been told by Mr. Davis and Mr. Williamson in Atlanta with you.
  - A. That is a complete and utter lie.
- Q. You are saying that Mr. Baker is lying about that?
  - A. Absolutely.
  - Q. And that Mr. Bird is lying about that?
  - A. Absolutely, they're both lying.

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2	A. There's no truth in it. They never met with me.
3	Q. They never told you about that?
4	A. Never told me. Never ever told me.
5	Q. Mr. Bird at the time was the product manager?
6	A. That's correct.
7	Q. And would you expect the product manager to come
8	to you and tell you about opportunities for new products
9	for Printing Research?
10	A. Yes.
11	Q. And did Mr. Bird do that from time to time?
12	A. I don't recall him ever doing it.
13	Q. Mr. Bird never discussed with you new products
14	for Printing Research?
15	A. You mean to buy or develop?
16	Q. To develop for a customer.
17	A. Yes, yes, we did that.
18	Q. Okay. You did that?
19	A. Yes.
20	Q. Okay. So in view of that, isn't it possible,
21	Mr. DeMoore?
22	A. What's that?
23	Q. In view of the fact that Mr. Bird would come to
24	you and tell you about opportunities for new products for

Printing Research to supply to a customer, isn't it

And why do you say that, sir?

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possible that he told you about the possibility of a new product for Williamson based on the conversation with Mr. Baker in Atlanta?

- A. They never told me a thing, not a thing did they tell me. Not a word was ever uttered to me. Had I -- had they told me at that time, I certainly would have remembered it. They never said one word to me, never, not one word.
  - O. Neither Mr. Baker nor Mr. Bird?
- A. Neither one of them ever mentioned one word to me about this.
- Q. Okay. There was testimony -- you were here -- you were present at Mr. Bird's deposition, weren't you?
  - A. Yes.
- Q. And do you recall Mr. Bird testifying that in January of 1995 he was told by Jesse Williamson and Bill Davis that they were going to file a patent application on the flexo/litho combination process? Do you recall that testimony?
  - A. Yes, I do.
- Q. Okay. Did Mr. Bird after that time, January of 1995, or at any time in 1995 inform you that Williamson was going to file a patent application on that process?
- A. Absolutely not. He never told me one thing. I was not aware of this until late 1997 or early '98 that I

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learned that Williamson got a patent on our invention.

Q. In the amended complaint there is an allegation that in November of 1994 Bird and Garner showed representatives of with WPC flexographic samples.

Do you have any knowledge -- personal knowledge about that, Mr. DeMoore?

- A. No, I don't.
- Q. Do you have any personal knowledge about any disclosure of what you've called the Lithoflex system or the Lithoflex process to anybody at Williamson?
  - A. I do not know. I don't know firsthand, no.
- Q. Okay. Does anybody at Printing Research know of any disclosures about the Lithoflex system or process to Williamson?
  - A. I can't prove it, no.
- Q. When you say you can't prove it, what do you mean?
  - A. John Bird had to tell them.
  - Q. So if anybody told them it was John Bird?
- A. Absolutely. He was always trying to sell equipment.

MR. PINKERTON: I'm going to mark as the next exhibit -- this is a group of documents which we'll mark as a group exhibit.

(Deposition Exhibit 12 marked)

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- Q. (By Mr. Pinkerton) Mr. DeMoore, what we have marked as Exhibit 12 is a document entitled client confidentiality agreement, and it's got production numbers PRI00252 and 253. It's signed by you as chairman for PRI on December 22, 1998 and by Williamson on December 21, 1998. Also included in this exhibit is a letter from you to Mr. Williamson.
  - A. Which Williamson?
- Q. Mr. Jesse Williamson dated December 18, 1998, it's a letter from you. And you say in the letter: It was a pleasure to meet with Bill Davis, Paul Yarvis, and you on November the 9th in our facility to show you our new impression cylinder coating concept. We are excited about this new development and look forward to finalizing our development work and making this improvement available for testing.

The last -- or the next to last paragraph says, Naturally, you understood and agreed that our meeting was held in confidence because the new impression cylinder coating concept has not been exposed to the public. We expect and trust that you will not use or disclose the confidential information we shared with you without our permission.

And the second paragraph says that you had forwarded a nondisclosure agreement previously to Jesse

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Williamson and it hadn't been -- or excuse me, that

Mr. Garner informed you that the agreement had not been

signed and you enclosed another copy. Do you recall

those events, sir?

A. Yes, I do.

- Q. Okay. And so the confidentiality agreement, then, was signed in December of 1998. Is it correct that this is the only written signed confidentiality agreement that exists between Printing Research and Williamson Printing?
  - A. The only one we can find, yes.
- Q. So is this the only one that exists, to the best of your knowledge?
  - A. To the best of my knowledge, yes.
- Q. Okay. You requested this agreement, I understand it, because you were working on this new product, which you called your impression cylinder coating concept; is that correct?
  - A. Yes.
- Q. And that's the reason you wanted the confidentiality agreement signed; is that correct?
  - A. Yes.
- Q. Okay. Mr. DeMoore, you have heard testimony, I think, Mr. Rendleman had testified and there has been testimony that three of the EZ interstation flexo

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printer/coaters were made for and supplied to Williamson. Have you heard that testimony?

- A. Yes.
- Q. And that the agreement was that the first one was going to be free, the second one half price, and the third one was going to be paid a set dollar amount for.

  Do you recall that?
  - A. Yes.
  - O. Is that consistent with your understanding?
  - A. Yes, it is.
- Q. And in about February of 1998 there were discussions about monies that were owed by Williamson to Printing Research, including monies owed for those interstation units; is that correct?
  - A. Yes, I believe so.
- Q. And there were also discussions about monies that were owed by Printing Research to Williamson, correct?
  - A. Yes.
- Q. Okay. And at that time, as I understand it, an agreement was made pursuant to which those two balances were reconciled and you were paid a check of about \$90,000; is that correct?
  - A. I don't recall the amount.
  - Q. Okay. Well, on February 20th of 1998 we have a

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check that was, in fact, produced. It's a payment made by Williamson Printing to Printing Research, okay. I'll represent that that's the amount?

- A. Yeah, he had also done -- Williamson had also done printing for us, too.
- Q. All right. So as I understand it that payment, then, was the settle-up or payment for the EZ interstation flexo printer/coaters that had been furnished by Printing Research to Williamson; is that correct?
  - A. Yes, and other equipment.
- Q. Right. We have had some discussion, Mr. DeMoore about a company called Rexham Packaging. Who at Printing Research dealt with Rexham Packaging?
  - A. John Bird.
  - Q. Anybody besides Mr. Bird?
  - A. He's the only one that I really know about.
  - Q. Okay.
  - A. I was not really involved in it.
- Q. So that is what I'm trying to find out. No on else at Printing Research other than Mr. Bird was involved with the dealings with Rexham Packaging?
  - A. I don't know.
  - Q. To the best of your knowledge is all I'm asking.
  - A. Yeah, to the best of my knowledge, yes.

	1	
	1	Q. Okay. So you have no personal knowledge about
	2	anything or any discussions with Rexham Packaging?
	3	A. No.
	4	Q. Have you received information from anybody about
	5	discussions with Rexham Packaging that took place in '94?
	6	A. No, I have not.
	7	Q. Okay. In December of 1994 there were tests
	<b>8</b> ;	conducted at Printing Research. Do you recall those
	9	tests, sir?
	10	A. Yes, sir, I was there.
ا المسلمة ا الأولى	11	Q. Do you recall that those tests were at the
T	12	request of Williamson Printing Company?
7.	13	A. That I don't know.
	14	Q. You don't know one way or another?
	15	A. No.
the think the	16	Q. Okay. Do you recall that Mr. Davis had sent
	17	over some specific tests, descriptions of specific tests
	18	that he wanted performed?
<b>j</b> ⇒.,	19 "	A. I don't know. I'm not aware of it.
	20	Q. Who would be aware of that at Printing Research?
	21	A. Terry Britton Printing Research at the
	22	present?
	23	Q. No well, okay. Is Mr. Britton no longer
	24	there?
•	25	A. Yes.

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Q.	You	are	saying	Mr.	Britton	 is	he	still	an
employee	?								

- A. No, he's not.
- Q. Okay. Is there anybody who's there now who was involved in those tests?
  - A. I don't know. I really don't know.
- Q. Okay. To the best of your knowledge were those tests directed and supervised by Mr. Davis?
- A. I wouldn't know how to characterize it. Terry Britton was a pressman. He ran the press.
- Q. Was he running the test that Mr. Davis requested and was supervising?
  - A. Possibly.
- Q. Is that correct, he was running the test that Mr. Davis had requested and was there supervising?
  - A. Again, I wouldn't say he was supervising.
  - Q. You -- I'm sorry. I didn't understand you.
- A. I wouldn't say that -- Terry Britton was running the tests. I think what you're -- I think what -- Bill Davis requested certain tests, but it was Terry Britton who did the tests.
- Q. So Terry Britton actually was physically in control of the press?
- A. That's right, exactly correct. He was physically in control of the press.

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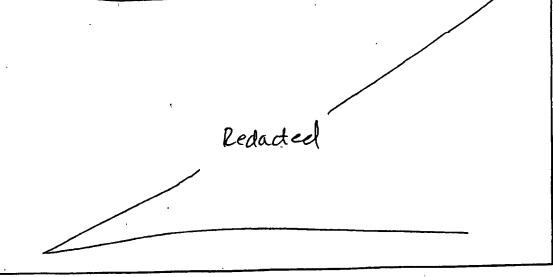
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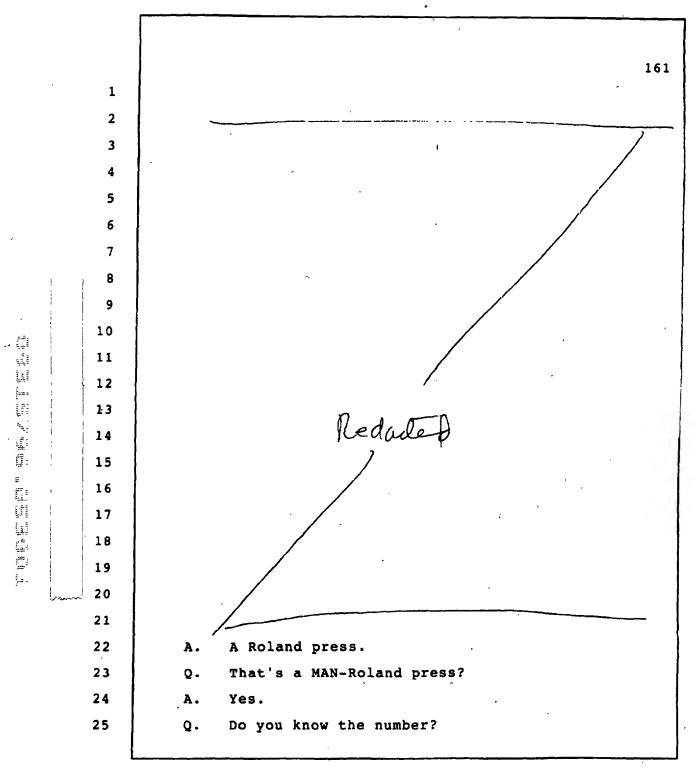
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Q.	And	as	I u	nders	tand	it	the	ere were	e va	ariou	15	
flexogra	phic	pla	tes	that	Mr.	Dav	is	wanted	to	try	out,	do
you reca	11 th	nat?	•									

- A. Yes.
- Q. And that they furnished various coatings that they wanted tested; is that correct?
  - A. That is correct.
- Q. Okay. Mr. DeMoore, are you knowledgeable about the EZ interstation flexo printer/coater units that have been sold to any companies other than Williamson?
  - A. Am I?
  - Q. Yes, sir.
  - A. Yes.
- Q. All right, sir. How many units have been sold to companies other than Williamson?





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	1	A. It's a 40-inch.
	2	Q. 40-inch. How about the series MAN-Roland press?
	3	A. Well, it's a 700 series.
	4	Q. Does Printing Research have a relationship with
	5	MAN-Roland to sell auxiliary equipment made by Printing
	6	Research?
	7	A. Agreement?
	8	Q. Yes, sir.
	Ş	A. No, there is no agreement.
5  :	10	Q. Is there some kind of working relationship?
	11	A. Yes.
Šar ; Fg	12	Q. What is that, sir?
	13	A. I don't know what that is. I just know we have
i C	14	a relationship with them.
Ħ	15	Q. What is the relationship with respect to the EZ
	16	interstation flexo printer station, if any?
	17	A. What is that again?
tend made made bend tends	18	Q. What is the relationship? You said that there
ļ=:	19	was a relationship, maybe not an agreement, but a
	20	relationship, okay?
	21	A. Yes.
	22	Q. Is there a relationship with respect to
	23	specifically the EZ interstation device?
	24	A. With who?
	25	Q. With MAN-Roland, I'm sorry.

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Α.	An	agr	eeme	nt?

- Q. No, a relationship?
- A. A relationship, we have a relationship, yes.
- Q. Okay. What do you mean by that? Just tell us what you mean by that.
- A. Well, if they need a coater for the end of the press they give us a -- they give us an order.
- Q. Do you have an agreement with them whereby you demonstrate or show your EZ coater on their press?
- A. Please -- I don't quite understand your question.
- Q. Do you have any kind of a relationship whereby you demonstrate the EZ interstation flexo printer/coater on a MAN-Roland press or some facsimile of a MAN-Roland press?
  - A. You mean like a dummy, you mean?
  - Q. Right.
  - A. Oh, yes, we have a dummy, yes.
  - Q. And is that for a MAN-Roland press?
  - A. Yes.
- Q. Is that pursuant to an agreement with MAN-Roland to do that?
  - A. They furnished us the dummy.
- Q. Okay. Who entered into an agreement or -- strike that.

		164
	1	Who worked out that relationship with
	2	MAN-Roland?
	. 3	A. I don't know.
	4	Q. Was it you?
	5	A. No.
	6	Q. Okay.
	7	MR. PINKERTON: He's about to end the tape.
	ſ	Let's take a break.
		VIDEOGRAPHER: We're off the video record,
	1(	3:42 p.m., tape two.
	1	(Recess taken)
	1	(Videotape change)
	1	VIDEOGRAPHER: On the record, 4:11 p.m.
	14	MR. PINKERTON: Let's mark as the next
	15	exhibit the documents that we were produced today with
er er er	16	PRI production numbers 01703 through 01713.
į	17	(Deposition Exhibit 13 marked)
	18	MR. PINKERTON: We don't have copies of
#± ·	19	those. Would you hand me that, please?
	20 ~~~	Q. (By Mr. Pinkerton) Mr. DeMoore, we were
	21	produced these documents today by your counsel.
	22	MR. HARRIS: I have other copies, I think.
	23	MR. PINKERTON: Okay. This is just the
	24	copy with were provided.
	25	MR. HARRIS: Okay. Well, let me see where

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you're going. If it's real simple I won't go to the trouble of picking them up.

MR. PINKERTON: It will be simple.

Q. (By Mr. Pinkerton) These are documents from Mr. Griggs's file on the patent application B6012 retractable inking coating apparatus having Ferris movement between printing units. It's the application we previously talked about that was filed on May 4, 1995.

The first document that we find here in the file is a letter from Mr. Griggs to Mr. Ed Shafler at Printing Research saying that the application was filed on Thursday March 4, 1995.

- A. March 4?
- Q. Excuse me, May 4, 1995?
- A. All right.
- Q. I'm sorry. Didn't mean to startle you.

At the time that you were in the meeting with Mr. Griggs that you talk about on July 7, 1994 --

- A. Yes.
- Q. -- did Mr. Griggs make notes during that meeting?
  - A. I'm sure he did, yes.
- Q. Did he do a prior art or patentability search with respect to the cantilevered Ferris wheel device?
  - A. I don't know.

- Q. Do you recall requesting a search?
  - A. No, I don't.
- Q. Okay. Well, that's -- that May 4, '95 document is the first document that we have been produced from the file, and of course we've asked for the entire file to look at it.

MR. PINKERTON: And I guess the other thing that we haven't been requested -- or we haven't been produced is Mr. Griggs' billing file or billings with respect to the B6012 file. What we were produced yesterday related to other files, but it did not to B6012. So I would like to request those as well. All of Mr. Griggs' invoices with respect to file B6012.

- Q. (By Mr. Pinkerton) Mr. DeMoore, we are now in October of 2000. Who to your knowledge first contacted Mr. Griggs in connection with any issue in this lawsuit? Was it you or was it Mr. Harris or somebody else?
  - A. I contacted Mr. Griggs.
  - Q. Okay. And approximately when did you do that?
  - A. I can't tell you the time.
- Q. Can we pinpoint it by the spring or summer or the fall or -- I guess this is fall. Spring, summer, does that help at all?
- A. Again, as I said I just don't recall just exactly when it was.

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		1	Q. Approximately?
		2	A. This year.
		3	Q. This year. Did you contact him by phone?
. •		4	A. Yes.
		5	Q. Did you then meet with him?
		6	A. Yes.
1		7	Q. And where did you meet with him?
		8	A. At my at Printing Research.
		9	Q. He came to Printing Research?
		10	A. Yes, he did.
10 miles		11	Q. And who else met at that time besides you and
		12	Mr. Griggs?
	1	13	A. Marty Sweeney and Steve Wilson, Ron Rendleman,
Ľ:		14	Howard Secor, and myself.
		15	Q. And what was discussed at that meeting about the
4 . H		16	cantilevered Ferris wheel coater?
man man an are Port of the first that		17	MR. HARRIS: Let me be sure before we go
Li.		18	forward. Let me have him just a minute on voir dire.
		19	Is it a fact that you did not contact him
		20	to serve as an attorney? You contacted him as one who
		21	might have information?
		22	THE WITNESS: That is correct, yes.
		23	MR. HARRIS: Go ahead.
		24	Q. (By Mr. Pinkerton) At that time he was not
		25	was he representing you at that time?

		168
	1	A. No.
	2	Q. Okay. He previously had been your attorney with
	3	respect to the application?
-	4	A. Yes.
	· 5	Q. And you had discussions with him at this meeting
	6	about conversations that you had with him while he was
	7	your attorney?
	\$	A. Yes.
	ç	Q. In 1994?
	10	A. Yes.
	1 j	Q. Is that correct?
All the	12	A. Yes.
with made of the total	13	Q. Okay. At that time did you look at drawings?
i I	14	A. When?
) ii (2)	15	Q. At this meeting that you talked about you
1	16	contacted Mr. Griggs, I believe you said he came out to
	17	Printing Research, met with Mr. Harris, Mr. Sweeny
	18	MR. HARRIS: No, Harris wasn't there.
<u>j.</u>	19	THE WITNESS: No.
	20	Q. (By Mr. Pinkerton) I'm sorry. Mr. Sweeny, Mr.
	21	Wilson, Mr. Secor, and Mr. Rendleman?
	22	A. That's correct.
	23	Q. Did you look at any drawings at that time?
	24	A. Drawings?
	25	Q. Yes.

Q.

A.

is that right?

Yes.

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	MR. HARRIS: Let's don't go back to this
look at.	Give me a definition for look.
	THE WITNESS: Yes.
٥.	(By Mr. Pinkerton) Did you were there any
drawings	that were present in the meeting that were
discusse	d?
А.	Drawings?
Q.	Drawings that Mr. Rendleman might have made that
we refer	red to, drawings of the
Α.	I don't recall drawings.
Q.	What were there any documents there that were
discusse	d?
A.	Billing statements.
Q.	Okay. He brought those statements with him?
A.	No.
Q.	He didn't bring them to that meeting?
A.	No.
Q.	But you discussed them?
A.	Yes.
Q.	And what was the discussion about?
A.	What did he know about them.

Oh, you had his -- you had his, the statements;

You had them there?

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	A.	I	had	them,	ves.
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- Q. Okay. Did you go over his statements with respect to the B6012 file?
  - A. I don't know what you mean by that.

MR. HARRIS: Come on, just name it some other way.

MR. PINKERTON: Okay. Well that's the file for the May 4, 1995 patent application.

MR. HARRIS: That's fine.

- Q. (By Mr. Pinkerton) Did you go over his billings for that file?
- A. We weren't discussing that file. What we were discussing is what he knew or what he remembered on July 7th of 1994.
- Q. And who was it that brought up the date of July 7, 1994?
  - A. Dennis Griggs.
- Q. And once again, as best you can recall, when was that initial meeting with Mr. Griggs this year?
  - A. As I said before, I don't remember the date.
- Q. Okay. I mean it's a date that we will certainly be able to get from counsel and other sources so we can pin that down.
  - A. Yes.
  - Q. Okay. I believe you previously talked about

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having a copy of the 363 patent and going to Williamson
Printing to discuss the patent with Williamson Printing.
Do you recall that?

MR. HARRIS: I don't. Could you refresh my memory?

THE WITNESS: Yeah.

- Q. (By Mr. Pinkerton) Okay. My recollection was that you had said something about you had a copy of the patent?
  - A. Which patent?
  - Q. This is the 363 patent.
  - A. Yes.
- Q. The Williamson Davis patent that we marked as an exhibit.
  - A. Yes.
- Q. Okay. Did you have an occasion to go to Williamson to talk to Williamson about that patent in early 1999?
  - A. Yes.
- Q. You took a copy of the patent with you at the time?
  - A. Yes, I did.
  - Q. And --
  - A. Two copies.
  - Q. Two copies of it. And who was with you when you

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went to printing -- excuse me, when you went to
Williamson?

- A. Steve Garner.
- Q. Okay. And who did you talk to at Williamson?
- A. I brought two copies, because I thought we would talk with Jesse and Bill Davis, but they brought in Yarbrough, Mr. Yarbrough, so I only brought two copies,
- Q. Did you have the opportunity to talk to Mr. Williamson, Mr. Jesse Williamson, that day when you went out there about the --
  - A. Yes.
- Q. Did you talk to Mr. Bill Davis when you went out there?
- A. Yes, they were together there in the same meeting room.
- Q. Okay. So they were there and Mr. Yarvis was there?
  - A. Yarvis, yes.
  - Q. Okay. Paul Yarvis?
  - A. That's correct.
- Q. Okay. What did you say about the patent, if anything, in that meeting?
- A. Well, what we did, as I said, I only brought two copies of the patent along, and what I did I gave a copy

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	to Bill	Davis	and	a	copy	to	Jesse	Williamson	and	just	sat
there and watched the					nem.						

- Q. Did you say anything?
- A. Not initially. I just was watching them. And they were looking over the patent and --
  - Q. Go ahead.
- A. And as I recall I said what does this mean, you know, what's going on, what did you get a patent on, you know, we developed this coater apparatus and you get a process patent on it, unbeknownst to us.

So that's when I -- that's the reason for the meeting.

- Q. You -- did you tell Mr. Williamson and Mr. Davis and Mr. Yarvis in that meeting that you believed that you and/or Mr. Rendleman were co-inventors?
- A. I did not say that. I said we were the sole inventors, and I made it perfectly clear to them that I was -- that Rendleman and myself, we were the sole inventors. We invented it.
- Q. You said that in that meeting in January of 1999?
  - A. Yes.
- Q. Subsequently were there -- subsequent to that in 1999 were there discussions about Printing Research taking a license under the 363 patent?

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A. Yes, we discussed it. Rather than going to trial, we were looking at the economics of it rather than go to a lengthy trial. We thought, well, if we pay a normal royalty it would be far better than beating it out in the -- in courts -- in the courts.

MR. HARRIS: I would like to make note, while I suppose it's reserved for time of trial, that anything that might be cataloged as settlement discussions properly, and I'm not positive about these right now, but anything that may be so cataloged, I object to anything further than just discovery. I object to the introduction at trial.

- Q. (By Mr. Pinkerton) In the meeting that you had with Williamson --
  - A. Which one?
  - Q. The initial January meeting of 1999?
  - A. Yes.
- Q. Or any follow-up meeting where you talked about a license, okay?
- A. Yes.
  - O. Were you threatened with litigation?
  - A. I was threatened?
  - Q. I said were you threatened. That's a question.
- 24 I'm sorry. Did Williamson say they were going to sue 25 you?

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Α.	Not	that	I	recall.

- Q. Litigation wasn't mentioned by either party, was it?
  - A. I don't believe so.
- Q. And in fact, Printing Research was offered a license under the patent, correct?
  - A. Yes.
- Q. And royalty rates were discussed in your meeting after that initial January meeting?
  - A. In another -- in a subsequent meeting, yes.
- Q. Right, in a subsequent meeting. You thought that royalty was too high?
  - A. Certainly.
- Q. At that meeting is it correct that you did say that you would take a license under the patent for a reasonable royalty rate?
  - A. That's correct.
- Q. Subsequently you had a telephone conversation with Jerry Williamson; is that correct?
  - A. When?
- Q. Well, these initial meetings, to my understanding, were January of 1999. Following that did you have telephone conversation with Jerry Williamson?
- A. I had some contact with Jerry because I felt that with Jesse I was spinning my wheels.

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Α.

Q.	And	so	you	called	Jerry?
Α.	Yes.	,			

- And in those discussions with him is it correct that you never told Jerry Williamson that you claim to be an inventor or co-inventor on the patent?
  - I most assuredly did.
- You say that you did tell that to Mr. Jerry Q. Williamson?
  - That I was -- that -- we invented this thing. Α.
- Was there a discussion of taking a license with Q. Mr. Jerry Williamson?
  - We had discussed it, yes, as I recall. Α.
- And you were going to make a proposal for a Q. licensing arrangement to Mr. Jerry Williamson?
- Not really. My -- as I recall the situation was I was telling Jerry that we should be at a minimum as co-inventors and that Williamson should put us on the patent as co-inventors.
- In the first discussion that you had with Jerry Q. Williamson, and that's what I'm asking about, the first discussion that you --
  - I don't know which one, first one or --
  - Q. Okay.
  - Α. Yes.
  - You had more than one conversation, then, with

Jerry Williamson?

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- A. I would -- yes, I would say more than one.
- Q. In the initial conversation that you had with him, that's the one I'm asking about. As best you can recall in the initial conversation did you mention to Jerry Williamson that you believed you and/or Mr. Rendleman should be added as co-inventors on the patent?
  - A. Absolutely, yes.

MR. PINKERTON: Let's mark this as the next exhibit.

(Deposition Exhibit 14 marked)

Q. (By Mr. Pinkerton) Exhibit 14, for the record, is PRI production number 00445 and it's a letter from Jerry Williamson to Mr. Howard DeMoore dated February 11, 1999. And this letter references a telephone conversation the past Friday, on February the 5th, 1999.

Does that refresh your recollection about having a telephone conversation with Mr. Jerry Williamson on or about that date?

- A. I can't be sure.
- Q. You were at Williamson Printing in January of '99, you took the patent over then, we have already established that, right?
  - A. Yes.

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- Q. So based on that does it seem correct that the telephone call would have been on or about February 5 as referenced by Mr. Williamson?
  - A. That's logical, yes.
- Q. He says here the purpose is to confirm my understanding on how we agreed to proceed. It was my impression that you would present us with a proposal on how you saw us moving forward on this situation. As a matter of fact, I believe you stated you would make such a proposal early this week. As of this writing I have not been contacted:

Nowhere in this document does

Mr. Williamson indicate that you made any claim about
inventorship. Is it possible that you are confused,

Mr. DeMoore, and that --

- A. Not in the least.
- Q. What was the proposal -- he says here it's my impression that you would present us with a proposal. Had you discussed presenting a proposal for a licensing arrangement to Mr. Williamson?
  - A. That I was going to?
  - Q. Yes, sir.
- A. I wasn't going -- I don't know of any proposal I was going to send to him.
  - Q. So are you -- your testimony is that where

Mr. Williamson says that you were going to present us with a proposal, your testimony is that at no time did you indicate to him that you were going to present a proposal to resolve the matter?

- A. Well, I really don't recall. I really --
- Q. Is it possible that you might have told Mr. Jerry Williamson that you were going to make a proposal of a licensing arrangement?
- A. It's possible, but I don't recall it.

  MR. PINKERTON: Let's mark as Exhibit -what, 15, PRI production number 00488.

(Deposition Exhibit 15 marked)

Q. (By Mr. Pinkerton) Mr. DeMoore, this document was produced to us by your counsel. It is entitled key account activity report, and under that it says manager Steve Garner, and then over in the right-hand corner, upper right-hand corner, it says January of 2000.

And it lists -- this is in columns and rows. The columns are customer, product, press, model, volume, expected close date, probability percentage forecast, forecasted volume, I think is what that says, and it lists different customers down the left-hand side in rows.

Do you have any knowledge concerning the preparation of this document?

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	A.	I	don	't	even	know	what	it	is.
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- Q. Well, once again it's a key account activity report. That's the title.
- A. Key -- what do you mean by key account? What do you mean by that?
- Q. I don't know. This is a Printing Research document?
  - A. I see.
  - Q. Is that a document that you're familiar with?
  - A. No.
- Q. It apparently lists various customers that have been contacted about, as I understand it, purchasing what's called here a Lithoflex product, okay.
  - A. I see.
- Q. Lithoflex is also a term that's been used to refer to the EZ interstation printer -- flexo coater, right?
  - A. Yes.
- Q. So do you have any knowledge of contacts of Printing Research with these various companies?
  - A. Do what?
- Q. Do you have any knowledge yourself, any personal knowledge, about contacts with these companies?
  - A. No.
  - Q. Is that something that Mr. Garner would have

knowledge about?	kı	now	le	dqe	abo	ut	?
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- A. Yes.
- Q. So for example, Hallmark, you personally didn't have any dealings with Hallmark?
  - A. No.

redacted

- A. No.
- Q. Okay.

MR. HARRIS: Counsel, set me straight on something.

MR. PINKERTON: All right.

MR. HARRIS: Have we actually used Lithoflex to talk about a coater?

MR. PINKERTON: I certainly haven't.

MR. HARRIS: You used it in the question, was the reason I'm saying it, and I just wondered if you intended Lithoflex to be the process maybe involving the coater or what, but I don't recall us doing that here.

MR. PINKERTON: No, it's been referred to -- I think if you look in your pleadings you might find a reference to the Lithoflex coater.

MR. HARRIS: Really?

MR. PINKERTON: Perhaps. Check it out.

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MR. HARRIS: Okay. Some other time.

MR. PINKERTON: Excuse me.

MR. HARRIS: I said I make mistakes in my pleadings sometimes. I try not to.

MR. PINKERTON: It might not have been a mistake.

- (By Mr. Pinkerton) Okay. Let's see. 0. Mr. DeMoore, in 1995, approximately the summer of 1995, there has been some testimony that we've had about discussions between Printing Research and Williamson about entering into some type of exclusivity arrangement. Did you hear that testimony?
  - A. Yes.
- Were you personally involved in any discussions with Williamson Printing about exclusivity?
  - A. No.
  - Who was involved to your knowledge? 0.
  - John Bird. A.
- And John Bird discussed that with who at Q. Printing -- excuse me -- who at Williamson?
- I really don't -- undoubtedly Jesse or Jerry. A. really don't know.
- So you were not involved in negotiations Q. or discussions concerning any exclusivity agreement?
  - I was aware of it, yes. Α.

- Q. But you were not involved in it?
- A. No.

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- Q. Can you tell us the extent of your awareness?
- A. Well, my awareness is what -- they wanted us not to sell our Lithoflex printer/coater to their local competitors, which we agreed to do.
  - Q. Who did you get that information from?
  - A. John Bird.
  - Q. And approximately when was that, if you recall?
  - A. In '95.
  - Q. In '95?
  - A. Yes.
- Q. So he told you that Williamson didn't want Printing Research to sell the EZ interstation flexo printer/coater to other printers; is that what he told you?
  - A. The local competitors, yes.
  - Q. Local competitors?
  - A. Yes.
- Q. All right. And did you have any other discussions after that with John Bird or anybody else about this idea of exclusivity?
- A. Well, John had told me that he's been in contact with Williamson Printing and was trying to work out a deal with them.

	1		Q.	Anything other than that?
	2		Α.	Nothing I can remember.
	3		Q.	Is it your understanding that there was no final
	4		agreement	reached on that subject of exclusivity?
	5		Α.	Yes, I found that out, yes.
	6		Q.	That no agreement was reached?
	7	~~	A.	Yes.
			Q.	Who did you find that out from?
	!		Α.	John Bird.
1.00 - 10=1	1		Q.	Approximately when did you find that out?
	1		Α.	I think late '95.
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	1		Q.	Late '95?
ار الم	1,		Α.	Yes.
n: Di	1		Q.	How did it happen to come up at that time?
i L	1		<b>A.</b>	He was telling me about it.
ļ!!	1		Q.	Oh, he told you about it in late '95?
u: C:	1		A.	I believe so, yes.
	1	~~~	Q.	Mr. DeMoore, has Printing Research taken patent
ļ	19		licenses	from other companies or individuals?
	20		A.	What do you mean taken patent licenses?
	21		Q.	Has Printing Research been granted rights under
	22		patents o	of other companies to practice those patents in
	23		exchange	for payment excuse me in exchange for
	24		payment o	of a royalty or any type of fee?

A. We have done that, yes.

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Q.	Can	you	tell	me	the	instances	when	you	have	done
that, pl	ease	, si	r?							

- A. It's been several years ago we have done this.

  I can't recall -- we have an agreement with a man, an eccentric cylinder design, that we pay him some royalties.
  - Q. Is that Norm Kemp?
  - A. That's right. That's who it is. Thank you.
- Q. That's an agreement pursuant to which you have rights under what, some of Mr. Kemp's patents?
  - A. That's correct.
  - Q. And do you pay him a fee or a royalty?
  - A. Yes, we do.
    - Q. Okay. Is that pursuant to a written agreement?
    - A. Yes, it is.
    - Q. What's the payments that you make to him?
    - A. I don't know.
    - Q. I guess it's set forth in the agreement?
  - A. Yes.
- Q. Is there royalty per unit?
- 21 A. I don't know.
- Q. Okay. How did it come about that you entered into that agreement with Mr. Kemp?
  - A. We had a disagreement over the patent rights.
    - Q. And can you tell me about that. What was the

## disagreement?

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- A. Well, we felt that the -- we -- we initially invented it and that his patent was invalid.
- Q. Now, is that on this what you've called an eccentric cylinder?
  - A. Yes.
- Q. Is that it -- how do you spell eccentric, is that the proper term or --
  - A. Eccentric. Eccentric.
  - Q. Spelled?
  - A. E-c-c.
  - Q. E-c-c?
  - A. Yes, I think so.
  - Q. What's that cylinder used for?
- A. For our Super Blue systems with the net as I talked to you before.
  - Q. And is this the base part or the net part?
- A. No, this is the base part. This is the cylinder surface itself.
  - Q. Okay. So you had a dispute with Mr. Kemp?
- A. Yes.
- Q. He had a patent on a -- he had some patents or a patent on the eccentric cylinder?
  - A. Yes.
  - Q. Did Printing Research obtain a patent on an

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eccentric cylinder also?

- A. I believe we did.
- Q. And what was the -- what was the nature of that dispute between the two of you?
  - A. I don't recall exactly.
- Q. Was there a contention in that case that

  Printing Research had acquired knowledge of what was in

  Printing Research's patent from Mr. Kemp?
  - A. I don't know. I don't recall.
  - Q. You don't recall that?
  - A. No.
- Q. You don't recall it or you don't know one way or another?
  - A. I don't recall it. I don't know.
  - Q. Okay. A lawsuit was filed involving Mr. Kemp?
- A. I don't recall. I don't recall. I know we settled it and we agreed to pay a royalty.

MR. HARRIS: I do object to this line of testimony on the basis that it's totally irrelevant to this situation. It's not apt to lead to any admissible evidence and is a waste of time. I will, of course, let the witness answer, but I will move to strike all of that at the time of trial.

Q. (By Mr. Pinkerton) Do you recall agreeing that Mr. Kemp had come up with the invention of this eccentric

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cylinder prior to Printing Research?

- A. I don't know.
- Q. You don't recall that?
- A. I don't recall that.
- Q. Who would have knowledge of that situation involved in that dispute at Printing Research?
- A. I don't know. I don't know who to tell you to ask that.
  - O. How about Mr. Douglas?
- A. I don't think so. Ed Shafler would be -probably be the person to ask on that. He was involved
  in that.
- Q. In regard to any other agreements or arrangements whereby Printing Research has acquired technology or licensed technology from other companies or people, you talking about Mr. Norm Kemp, are there other situations where you've gotten rights under another person's or another company's patents?
  - A. We -- John Bird.
- Q. All right, sir. Tell me about that arrangement with John Bird?
- A. I don't know. I don't know anything really about it.
- Q. Were -- I guess Mr. Bird had testified that at the time he went to work for Printing Research part of

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his agreement with Printing Research was that he would actually assign his patents or the patents in the name of Barrow to Printing Research in exchange for payment of royalties; is that correct?

- Α. Yes, that is correct.
- And were payments made to Mr. Bird pursuant to Q. that agreement by Printing Research?
  - I believe they were. Α.
  - And are they still being made today? Q.
  - Α. I don't know.
  - Who would know about that, sir? Q.
  - Don Manning. Α.
- Okay. Are there any other instances where you have taken a license or an assignment of patents and paid royalties?
- To the best of my knowledge these are the only two that I can think of right now.
- The eccentric cylinder is covered by -- or that are the subject of Mr. Kemp's patents, have those been sold by Printing Research?
  - You mean the cylinders eccentrics? Α.
- Yes. Q.
  - Yes, they have. A.
- Okay. And on that basis he has been paid royalties, you just don't know how much; is that right?

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363 patent?

A.

Yes.

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Q.

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3 ,	Mr. Bird was paid royalties?
4	A. He was, yes. I yes.
5	Q. And that would have been on sales of a product?
6	A. Yes.
7 -	Q. And what products were those, sir?
	A. The coater.
	Q. The is that the PBC coater?
1	A. Yes.
1	Q. Are there any other instances other than those
1	two?
1	A. Not that I can recall right now.
1	MR. PINKERTON: Let's mark this as our next
1	exhibit.
1	(Deposition Exhibit 16 marked)
1	MR. PINKERTON: For the record, Exhibit 16
1	is a group of documents marked PRI00498 through 514 and
1 >	then also there's PRI00489 through 97 and PRI00515
20	through 523.
21	Q. (By Mr. Pinkerton) Mr. DeMoore, do you have
22	knowledge that Williamson Printing has filed in the
23	United States patent office an application to reissue the

That's correct, yes.

And how about with respect to Mr. Bird, I guess

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Q.	Are	you	aware	that	there	was	what's	call	led a	an
office	action	n by	the ex	kamine	er, a	first	offic	e act	ion	on
that re	eissue	appl	Licatio	on tha	at cam	e out	some	time	in	
Februar	rv of	this	year?				•			

- A. I'm not aware of it.
- Q. You know what an office action is, don't you?
- A. No.
- Q. Where the patent office acts on your application?
  - A. Okay. All right.
  - Q. That's what I'm talking about.
  - A. I see. I understand, yes.
- Q. So with that understanding are you aware that a patent office action was issued in February of this year with respect to the Williamson reissue application?
  - A. I didn't know about it.
- Q. Are you aware that Mr. Garner sent a copy of that to Mr. Rasmussen at Hallmark Cards in Kansas City?
  - A. I'm unaware of that.
- Q. Do you recall being sent a copy of the office action by counsel?
  - A. No.
  - Q. Do you recall talking to counsel about it?
  - A. I don't recall.
  - Q. Excuse me?

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- Q. Have you over the years gone to the patent office for interviews with patent examiners on Printing Research's patent applications or your applications?
  - A. Yes.
- Q. Do you remember the names of any of the examiners that you have talked to?
  - A. No.
- Q. Does the name of Mr. Funk ring a bell with you as a patent examiner at the patent office?
  - A. No.
- Q. Have you ever spoken with Mr. Funk at the patent office in regard to any pending patent application?
- A. I don't recall. I don't remember the name.

  MR. PINKERTON: Okay. Let's mark as the

  next exhibit --

## (Deposition Exhibit 17 marked)

Q. (By Mr. Pinkerton) Exhibit 17 is PRI production numbers 00345 through 00361. Mr. DeMoore, this is a document -- up in the upper left-hand corner it says May 19, 1999 and it's entitled time spent on Williamson coater project in 1995, okay. And then there is a listing of employee names and there are several copies of that same document and then there is some total sheets. Do you know who was involved in preparing this document?

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Α.	well.	wnen	was	tnis	prepared?

- Q. Well, the date is May 19, 1999.
- A. 1999. Don Manning, I would believe is the accountant that compiled these numbers.
- Q. There's on this document there is once again four columns on the front page, employee names 1995 W-2 earnings, third column is percentage of earnings, and over at the right total earnings. And the percentage of earnings, I think, is the time spent on the Williamson coater project in 1995. Who was it that assigned this percentage of earnings for each employee?
- A. Don Manning. Well, he didn't assign it.

  Asked -- I believe he asked everyone how much time they put on it.
- Q. So you believe that Mr. Manning would have gone to each individual and asked them to estimate?
  - A. Yes.
  - Q. Did you assist him in doing that?
  - A. No.
  - Q. Did anybody assist Mr. Manning in doing that?
- A. I don't know.
  - Q. Mr. DeMoore, the next exhibit we are going to mark is U.S. patent 4,402,267 issued September 6, 1983, and it's entitled method and apparatus for handling printed sheet material and designates you as the inventor

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and Printing Research as the S&E.

MR. PINKERTON: This is the only copy of this that I've got, I think -- no, we've got another copy. Here, Bill.

(Deposition Exhibit 18 marked)

- Q. (By Mr. Pinkerton) This patent reflects that the attorney was Fulwider Patton, that firm?
  - A. Yes.
  - Q. That's the Fulwider firm you mentioned.
  - A. Yes.
- Q. Is this the patent on what is known as the Super Blue?
  - A. Yes, it is.
- Q. As I understand it, this application was originally prepared by Mickey Hubbard.
  - A. Yes, Mickey Hubbard's firm, yes.
  - Q. Mickey Hubbard's firm, is that Hubbard Thurman?
  - A. Yes.
- Q. And then it was prosecuted and -- I guess it was prosecuted by Mr. Fulwider or the other gentleman in his office?
  - A. Baursfeld.
  - Q. Yeah, Baursfeld in his office?
- A. Yes.
  - Q. Okay. Now, at that time you were in California;

is that correct?

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MR. PINKERTON:

Q. (By Mr. Pinkerton) Mr. DeMoore, Exhibit 19 is a petition that was filed in state court by Hubbard,
Thurman, Turner & Tucker against Howard DeMoore doing business as Printing Research Development Company for collection of fees.

I think that's 17.

MR. HARRIS: What year is that?

MR. PINKERTON: This is dated, looks like

June 27, 1983, and it's a lawsuit for collection of

attorney's fees, services rendered in the amount of

\$11,110.45.

- Q. (By Mr. Pinkerton) Do you recall that lawsuit?
- A. No -- well, put it this way, it was never a lawsuit. We had a meeting, and they settled for half of what I owed them. It never went to court, never went to trial.
  - Q. Okay.
  - A. Just had --

MR. HARRIS: Understand my objection can be made at time of trial on this similar to some of the other situations that I thought were not at all relevant or apt to lead to admissible evidence. Otherwise, go ahead, Counsel.

Q. (By Mr. Pinkerton) You're saying that -- well, do you now recall that there was some dispute about the

fees?	
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- A. Yes, there was, that's correct.
- Q. And that was in connection with the work that was done in connection with the Super Blue patent?
  - Α. No.
  - Q. What was it in regard to?
  - The patent infringement. Α.
- This was a patent infringement action that Q. resulted in the fees?
  - That's correct. Α.
  - And what was the infringement? Which patent? Q.
  - Α. Super Blue.
  - The Super Blue patent? 0.
  - A. Yes.
  - Q. And who was the alleged infringer?
- I don't recall now who it was, the names. Α. have had many of them.
- Well, the patent that we have in front of us, the Super Blue patent, is dated September 6, 1983 and the lawsuit was filed June 27. I'm -- yeah, it's 1983. case number is 83-8352.
- MR. HARRIS: What kind of court is it in, our of curiosity.
- MR. PINKERTON: It's the Dallas district court, state district court.

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THE WITNESS: I was never served or I never knew anything about this, about being in a district court.

MR. HARRIS: Counsel, is there a paper here indicating a judgment in this case?

MR. PINKERTON: No, no, this is the original petition that was filed and the unfortunate thing is that this doesn't have the Exhibit A so we could see what it was about.

> MR. HARRIS: I see.

MR. PINKERTON: So that's --

- Q. (By Mr. Pinkerton) So let me just ask you: the best of your knowledge did this concern -- did this lawsuit, regardless of whether it went to trial or whatever, concern payment of fees for patent prosecution or preparation of patent application work?
  - Α. No, no.

MR. HARRIS: Is this a stopping point? MR. PINKERTON: That's fine.

- (By Mr. Pinkerton) To the best of your Q. knowledge, then, it was about an infringement?
  - Α. That's correct.
  - Q. Okay.
  - A. Yes.

MR. PINKERTON: Okay. We're at a good

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(Recess taken)

VIDEOGRAPHER: Back on the video record

5:32 p.m.

Q. (By Mr. Pinkerton) Mr. DeMoore, I'm going to go back and go over something again. If I asked you this before, I apologize, but there is some discussion as to whether or not I had asked you this. I know I had asked

whether or not I had asked you this. I know I had asked you about the allegation here in the complaint that Bird and Garner had described the Lithoflex system. Well, it says Bird and Garner showed representatives of WPC the flexograph samples and briefly described the Lithoflex system, okay? Do you recall that?

place to take a break, but can we take a short one.

MR. HARRIS: Sure.

- A. You mentioned that --
  - Q. I thought I had mentioned that before.
  - A. They had shown that to Williamson --
  - Q. Right, and then they're --
  - A. -- in '94 or something.
- Q. Right, that's what it says, November of '94, and then briefly described the Lithoflex system to WPC, that's what it says.
  - A. And they described it to them.
- Q. My question to you -- did I ask you whether you had any discussions with Bill Davis or Jesse Williamson

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where you disclosed anything about the flexo/litho process to them?

- Α. Never talked to them about it.
- Q. At any time?
- Α. Any time.
- Okay. And I might have already asked you that, 0. if I had, I'm sorry.
  - Α. That's all right.
- Q. Mr. DeMoore, the patents that have issued to you and to other employees of Printing Research over the years, would you agree with me that some of those patents apply to products that have been sold by Printing Research, some of the patents describe -- show and describe products that have been sold by Printing Research?
  - I don't quite understand what you mean.
- Okay. Well, let's take the Super Blue patent, Q. for example.
  - A. All right.
- All right. That is a patent that covers a , Q. product that has been made and sold by Printing Research for several years?
  - A. Yes.
- Q. Okay. And we might refer to that as a patent where once disclosed in the patent the invention has been

## 1 commercialized?

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- A. Yes.
- Q. Do you understand what I'm saying there?
- A. Yes.
- Q. Okay. Is it also correct that some of the patents that have issued to you and other employees of Printing Research have not been commercialized? In other words, they cover an invention that has not been put into a product that has been sold by Printing Research. Do you understand that distinction?
  - A. Not quite.
  - Q. Okay. What --
- A. What are you trying to say? Let's try it another way.
- Q. Well, you've got -- there are patents like the Super Blue patent?
  - A. Yes.
- Q. Okay. Where you've got a patent that covers the product.
  - A. Yes.
  - Q. And that product is sold by Printing Research?
  - A. Yes.
  - Q. There are other -- you've got other patents --
  - A. Yes.
    - Q. -- and they describe an invention that the

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patent was issued for, correct?

- A. Uh-huh.
- Q. But you haven't actually made that product and sold it as a commercial product?
  - A. There may be some.
  - Q. That's what I'm asking about.
  - A. There may be, I don't know.
- Q. Would you be able to identify the ones that you have made as a product and sold and the ones that you have not?
  - A. I believe so.

MR. HARRIS: Counsel, you're not looking for strict claim interpretation here, I trust, but as he understands what the patent would be and the product would be.

MR. PINKERTON: Right.

MR. HARRIS: And their identity or non identity?

MR. PINKERTON: Right.

- Q. (By Mr. Pinkerton) And I'm going to do the best I can to help you, and you can tell me if my statement is correct or not, okay, Mr. DeMoore?
  - A. Yes.
- Q. There is a patent -- the only design patent, I guess, that you've got, design patent 367,670, the

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inventor is James Elliott and the title is transfer cylinder issued March the 5th, 1996. Are you familiar with that patent?

- A. I'm not -- no, I'm not familiar with it.
- Q. Are you familiar with something called a Quick Master for Heidelberg?
  - A. Oh, yes.
  - Q. Okay. Are you familiar with that?
  - A. Yes.
  - Q. Is that a product that you have sold?
  - A. Yes.
- Q. So do you believe that that design patent covers that product, for example?
  - A. Yes, I believe it does.
- Q. Okay. So that's another example of a commercial product that you got patented?
  - A. Yes.
  - Q. Just like the Super Blue?
  - A. Yes.
- Q. Okay. That is the type of thing I'm asking you about.
  - A. Oh, okay.
- Q. Okay. There is a patent -- well, we have already talked about the Super Blue patent.

There is a patent 4,977,828, the inventor

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is David Douglas, and the title the transfer roller device for printing presses issued December 1990. Do you know whether or not that patent has been commercialized? In other words, it --

- A. It has.
- Q. -- covers a product sold by Printing Research?
- A. Yes.
- Q. What is that product, sir?
- A. It's a system for Heidelberg's and other little presses.
  - Q. What kind of a system?
  - A. It's a roller like you just said.
- Q. Okay. Is it sold by a particular name at Printing Research?
  - A. Roller, as you said.
- Q. Okay. There is a patent 5,127,329 with you and Mr. Secor as the inventors and the title is vacuum transfer apparatus for rotary sheet-fed printing presses. Does that cover a commercial product?
  - A. Yes.
  - Q. And which product is that?
  - A. The Bac-Vac, b-a-c hyphen v-a-c, Bac-Vac.
- MR. HARRIS: Trademark.
- 24 THE WITNESS: Yes.
  - Q. (By Mr. Pinkerton) There is another patent

5,511,480 to -- with the inventors being Howard
Branson and -- excuse me, Howard DeMoore and John
Branson. It's entitled method and apparatus for handling
printed sheet material issued in 1996.

A. Yes.

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- Q. Are you familiar with that patent?
- A. Yes.
- Q. Okay. Does that cover a product that's being made and sold by Printing Research?
  - A. Being sold, yes.
  - Q. Okay. What product is that?
  - A. What did you say the title to it is?
- Q. Method and apparatus for handling printed sheet material.
- A. It's either a -- I believe it's a cylinder base cover, special cylinder base cover.
  - Q. Is that an improvement on the Super Blue system?
  - A. Yes.
- Q. Okay. Then you've got a patent on the infrared forced air dryer and extractor 5,537,925, and I say you, Printing Research. That was invented by Secor, Rendleman, and Paul Copenhaver. Is that a commercial -- is that product commercialized?
- A. Being sold commercially, yes.
  - Q. Okay. There is 5,966,836 designating Bonito

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Valdez, III; Paul Copenhaver, John Ailor, and Howard Secor as inventors and it's entitled infrared heating apparatus and method for a printing press. Has that one been commercialized, that patent?

- A. Yes, it has.
- Q. And what is that product?
- A. It's a dryer for a flexographic press -- I'm sorry, a corrugated press.
  - Q. It's for a corrugated press?
  - A. Yes.
- Q. There is a patent for -- excuse me, patent number 5,979,322. Howard DeMoore and John Branson are the inventors, and this one has got a long title, environmentally safe ink repellent anti-marking flexible jacket covering alignment stripes, centering marks, and prefabricated reinforcement strips for attachment on to transfer cylinders in a printing press. Do you recall that?
  - A. I certainly do. Yes, I do.
- Q. Is -- does that patent cover a product that's been sold by Printing Research?
  - A. Yes, it is being sold.
  - Q. And what is that?
  - A. A special stripe anti-static net.
  - Q. Okay. Now, those are the ones that I have been

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able to identify as patents of Printing Research that cover commercial products.

Can you identify any other products sold that by Printing Research that are covered by a patent that's been issued to Printing Research or to you or any of Printing Research's employees?

- A. Any other patents?
- Q. Yes, sir, that have been commercialized as we have talked about?
  - A. Oh, I can't do that. I don't know right now.
- Q. Well, those are -- do any other ones come to your mind right now?
  - A. I can't -- right now I just can't think of any.
  - Q. Okay.

MR. PINKERTON: I think, Counsel, if you would agree -- you might not agree, but we could have a space in the deposition if he does recall or if in discussions with counsel or whatever it is determined that there are other patents that cover products that have been sold commercially by Printing Research, if he could so designate those, we would appreciate that.

Otherwise, you have to go through patent by patent and it's kind of laborious and he, of course, can't see the patents.

MR. HARRIS: No, he can't see the patents,

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tonight?

but you just gave him a list of patents and he was able to speak to them. You are not giving him the ones, and I guess that's all right, all the rest of them on the list are unknown right now, so naturally he can't sit there with that many patents involved and do a very good job thinking of them.

MR. PINKERTON: Right.

MR. HARRIS: Certainly I agree he might think of one or two here finally, but you would almost have to go through every one.

MR. PINKERTON: Right.

MR. HARRIS: Are you going to finish

MR. PINKERTON: This is the last I'm going to -- this is the last subject I have.

MR. HARRIS: Well, in that event if you have time, maybe you would like to go down the list with him. We could do it the other way, but this would give you a complete deposition.

MR. PINKERTON: Well, just --

MR. HARRIS: It's okay with --

MR. PINKERTON: Since the witness cannot --

MR. HARRIS: It's okay with me, I'll do it.

MR. SWEENEY: We could do it as a blank in

the deposition or as an interrogatory.

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MR. HARRIS: We'll do it either way. We'll furnish you the information.

MR. PINKERTON: Okay.

MR. SWEENEY: Since you've done part of it already at the deposition, it might be easier to just take the balance.

MR. PINKERTON: I would like to leave it that way since the witness can't see the patents.

MR. HARRIS: Yeah, why don't you leave us the marked up list you've got with the yellowed out ones or whatever it is, or give us something we can mark up, and we'll treat the rest of them.

MR. SWEENEY: The list doesn't have any work product markings on it?

MR. PINKERTON: No.

MR. FALK: Just issue date, title and

vendor --

MR. HARRIS: We've still got somebody here

that can --

MR. PINKERTON: There's no work product on that document.

MR. HARRIS: If that's an extra we'll take

it.

MR. PINKERTON: Yeah, I'm giving it to you.

MR. HARRIS: Or I can get a copy made.

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MR. PINKERTON: No, it's an extra for you.

MR. HARRIS: Okay. Go ahead.

MR. PINKERTON: That's a list of the patents that we've been able to put together.

MR. HARRIS: Well, if you're getting through, that makes sense.

MR. PINKERTON: And I did not go over patents of other persons, other companies, that he's talked about having license rights under those patents, okay. He has already told us about that.

So I'm talking about patents that he is an inventor or other Printing Research employees are inventors on, okay. So if we can leave a space in the deposition for that, that would be appropriate.

MR. SWEENEY: The only thing I would like to do is at a break mark our work copy with the ones you mentioned today, if you could help me mark those.

MR. PINKERTON: Okay.

MR. SWEENEY: We can do that at a break.

Q. (By Mr. Pinkerton) Okay. The -- couple of more questions here and we'll finish up. The May 4, 1995 application that we've talked about, that application, to the best of your knowledge, is still pending in the patent office?

A. Yes.

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before	the	board	of		what	is	it,	the	boa	rd	of	patent
appeals	s?											

- A. I wouldn't know.
- Q. You don't know the status of it?
- A. I don't know the -- I don't know just exactly what the terminology is.
- Q. Do you know whether or not the board has had a hearing?
  - A. I have -- I don't know.
- Q. Let's talk about the last five years of the business of Printing Research, okay, 1995 through or up to 2000, okay, just as an exemplary time period.

Can you tell me for that time period, either by year or overall, what percentage of Printing Research's sales have been for sales of the Super Blue system and the percentage for sales of capital equipment?

- A. I couldn't tell you.
- Q. Can you give --
- A. I don't know.
- Q. Can you give me that for 1999?
- A. No, I couldn't tell you.
  - Q. Can you give me an approximation of how your sales go for capital equipment versus Super Blue sales?
    - A. No, I really couldn't.

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Q.	Who	could	provide	us	that	information?
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A. Don Manning.

MR. PINKERTON: Okay. Counsel, we are going to adjourn the deposition and subject to further proceedings based on documents that we have requested and haven't seen and haven't had produced at this point in time, so --

MR. HARRIS: I'm not going to argue with you about whether it's adjourned or terminated or what else. In all likelihood, if there's anything significant that comes up, we'll take more testimony. If there's not, I wouldn't think you would want to.

MR. PINKERTON: I agree with that.

MR. HARRIS: So let's don't get into a big brouhaha about that.

MR. PINKERTON: I agree with that a hundred percent.

MR. HARRIS: The thing I want to tell you is that from my point of view, just to put it on the record, no further questions and I pass the witness to you for redirect.

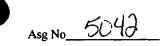
MR. PINKERTON: Okay. Thank you. I will again reserve.

THE WITNESS: You pass me around.

MR. PINKERTON: I'll reserve. Mr. DeMoore,

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        thank you very much, appreciate your time.
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                       VIDEOGRAPHER: We're off the video record,
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        5:53 p.m., tape three.
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CORRIGENDUM



## **CORRIGENDUM**

[Disregard if signature waived]

PAGE	LINE	CHANGE/REASON
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		have read the foregoing deposition
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		Signature of Witness
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		Notary Public in and for the State of Texas

STATE OF TEXAS X
COUNTY OF DALLAS X

I, Christina Cheatham, a Certified Shorthand Reporter duly commissioned and qualified in and for the State of Texas, do hereby certify that there came before me on the 17th day of October, 2000, at the offices of Locke Liddell & Sapp, located at 2200 Ross Avenue, Suite 2200, in the City of Dallas, County of Dallas, State of Texas, the following named person, to-wit: HOWARD DEMOORE, who was duly sworn to testify the truth, the whole truth and nothing but the truth of his knowledge touching and concerning the matters in controversy in this cause; and that he was thereupon examined upon his oath and his examination reduced to typewriting under my supervision; that the deposition is a true record of the testimony given by the witness, and signature of witness is to be before any notary public.

I further certify that I am neither attorney or counsel for, nor related to or employed by any of the parties to the action in which this deposition is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

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Octo	ber	,	200	00.				

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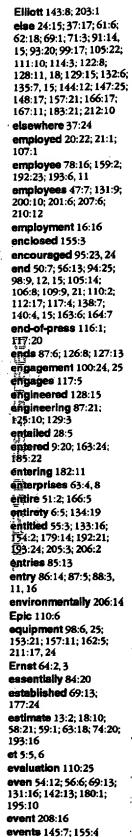
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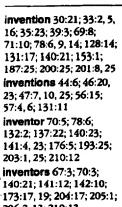
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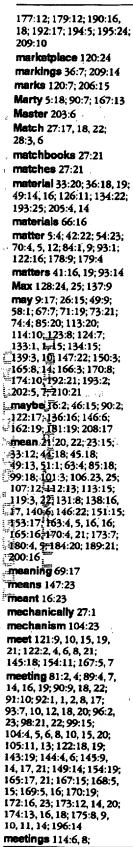
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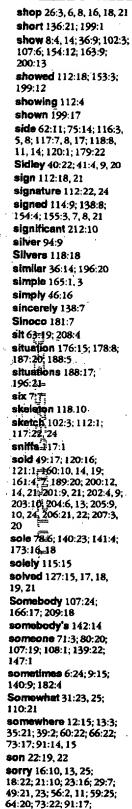
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